



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, October 13, 2014  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Keith R. Sbiral

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations  
  
Appointment – Public Safety Committee – Antonio Dangerfield – Term to expire 6/01/2015
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
  - A. Approval of Minutes: Village Board Meeting Monday, September 22, 2014; Committee of the Whole Meeting, Monday, September 22, 2014.

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

## **VI. REPORTS OF SPECIAL COMMITTEES**

Trustee Hall	Chamber of Commerce, Finance, Public Safety and DPW Warrant 10/13/2014
Trustee Oberhauser	Library, Conservation
Trustee Gilhooley	Recreation
Trustee Ryan	Special Events
Trustee Evans	Beautification, Administration
Trustee Garvey	Planning and Zoning Commission
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED
Clerk Edwards	Aging Well Liaison

## **VII. New Business**

- A. Ordinance 2014-57** – An Ordinance Amending Section 06-87 entitled “Class 1 Liquor License” of Division 2 entitled “Classes, Hours and Fees” of Chapter 6 entitled “Alcoholic Beverages” of the Village of Brookfield Code of Ordinances by Amending Hours of Permitted Operation
- B. Ordinance 2014-58** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 2 Liquor Licenses
- C. Resolution 2014-965** – A Resolution Appointing a Village Treasurer for the Village of Brookfield
- D. Resolution 2014-966** – A Resolution Awarding a Contract for the 2014 Sewer Cleaning and Televising Project for the Village of Brookfield, IL

## **VIII. Managers Report**

## **IX. Executive Session – Litigation and Land Acquisition/Sales**

## **X. Adjournment**

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VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, SEPTEMBER 22, 2014  
IN THE BROOKFIELD MUNICIPAL BUILDING

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo Ginex, Assistant Village Manager Keith Sbiral, Finance Director Doug Cooper, Police Department Chief Steven Stelter, Lieutenant James Episcopo, Sergeant Terry Schreiber, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

**OTHERS PRESENT:** None

On Monday, , 2014, President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

**APPOINTMENTS AND PRESENTATIONS**

**PUBLIC COMMENT**


**OMNIBUS AGENDA**

**Approval of Minutes:** Village Board Meeting Monday, August 25, 2014; Committee of the Whole Meeting, Monday, August 25, 2014; Special Village Board Meeting Thursday, August 28, 2014.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of September 22, 2014. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

**REPORTS OF SPECIAL COMMITTEES**

**Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall**

 **Corporate Warrant dated September 22, 2014 - \$1,037,959.97**

Trustee Hall noted the warrant contained no extraordinary expenses.

- ⊗ Motion by Trustee Hall, seconded by Trustee Evans, to approve the Corporate Warrant dated September 22, 2014 in the amount of \$1,037,959.97. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

#### **Chamber of Commerce**

- ⊗ Farmers' Market
- ⊗ 60-to-Win = tickets sold out
- ⊗ September 25, 2014 – Business After Hours Meeting scheduled for Brixies.

**Public Safety** – Meeting scheduled for September 23, 2014 at 5:30 p.m. Topics include Parking In Driveway Ordinance, Parking at Lincoln School and request for Resident Parking Only in the 3800 block of Madison.

**Public Works** – No report

#### **Library & Conservation – Trustee Oberhauser**

- ⊗ Conservation Commission: Grand Opening of Kiwanis Park a success.
- ⊗ Conservation Commission meeting to be rescheduled to October
- ⊗ Library:

#### **Recreation – Trustee Gilhooley**

- ⊗ Kiwanis Grand Opening – good turnout.
- ⊗ Sports equipment can be checked out in Recreation Department
- ⊗ Recreation Committee to meet October 21, 2014

#### **Special Events – Trustee Ryan**

- ⊗ Next meeting scheduled for October 7, 2014 – 7:00 p.m.

#### **Beautification and Administration – Trustee Evans**

- ⊗ Duck Race at the Art Festival scheduled for October 4, 2014
- ⊗ Thanks and kudos for holiday/event decorating around the Village.

#### **Planning & Zoning, WCMC – Trustee Garvey**

- ⊗ Meeting scheduled for October 15, 2014 at 7:00 P.M.
- ⊗ WCMC – an Illinois EPA grant of \$1,000 to be distributed through the Solid Waste Agency; Village has submitted application for recycling activities.
- ⊗ Cook County taxation of transfer stations to affect garbage rates in the next fiscal year. Waste haulers have filed a suit against the taxation.
- ⊗ Cut backs in recycling programs.

#### **Economic Development, Zoo, PZED – President Ketchmark**



- Park Grand Opening – thanks to all Commissioners and Staff.
- Brookfield has received the RTA Zoning Update Grant – to fund the full cost of the canoe launch project.

#### **Aging Well Liaison – Village Clerk Edwards**

- Aging Well working on opening the Brookfield Community Café and Wellness Center – a nutrition center – located at the Elks Club, 9022 31<sup>st</sup> Street. Plan still in the works but hoping to operate weekdays, to offer meals to older adults over 60.

#### **NEW BUSINESS**

##### **Resolution 2014-963 – A Resolution Authorizing the Levy of Additional Tax for Library Purposes in the Village of Brookfield, Illinois.**

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Resolution 2014-963 – A Resolution Authorizing the Levy of Additional Tax for Library Purposes in the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

##### **Ordinance 2014-56 - St. Barbara Class 8 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Create an Additional Class 8 Liquor License.**

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2014-56 - St. Barbara Class 8 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Create an Additional Class 8 Liquor License. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

#### **MANAGER'S REPORT**

- Thanks to President Ketchmark and the Board for their support over the years as Village Manager
- Thanks to Village Staff and all employees and Village Attorneys.
- Thanks to all Residents for their support.

#### **EXECUTIVE SESSION - Litigation, Land Acquisition/Sales, Personnel**

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board meeting of September 22, 2014 at 7:08 P.M. in order to conduct an Executive Session at 6:48 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

#### **RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Gilhooley, seconded by Trustee Evans to reconvene the Regular Village Board meeting of September 22, 2014 at 7:00 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

#### **NEW BUSINESS - Continued**

**Resolution 2014-964 – A Resolution Appointing Village Manager and Authorizing Execution of a Village Manager Employment Agreement for the Village of Brookfield - 2014**

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Resolution 2014-964 – A Resolution Appointing Village Manager and Authorizing Execution of a Village Manager Employment Agreement for the Village of Brookfield – 2014. Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

Announcement of appointment of Keith Sbiral as Village Manager, effective October 6, 2014.

**PUBLIC COMMENT**

**ADJOURNMENT**

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board meeting of September 22, 2014 at 7:02 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None

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**Catherine Colgrass Edwards  
Village Clerk  
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY, SEPTEMBER 22, 2014  
IN THE BROOKFIELD MUNICIPAL BUILDING**

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**MEMBERS PRESENT:** President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser, Michelle Ryan, C.P. Hall and Village Clerk Catherine Edwards.

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo Ginex, Assistant Village Manager Keith Sbiral, Finance Director Doug Cooper, Police Department Chief Steven Stelter, Lieutenant James Episcopo, Sergeant Terry Schreiber, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

**OTHERS PRESENT:** None

On Monday, September 22, 2014, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:02 P.M.

**Discussion Items:**

**VFW Oktoberfest**

Brookfield VFW Post 2868, is requesting to hold an Oktoberfest and Motorcycle Show on Forest Avenue adjacent to their building. Permission is requested to close off Forest Avenue from Ogden Avenue to an area just south of the alley. The event is scheduled for Saturday, October 10, 2010 from Noon to 6:00 p.m.

A Class S1 liquor license will be needed and permission from the Board to hold the event with the stipulation that any sale or use of liquor be done at least fifty (50) feet from a residential area. A Special Board meeting will be necessary to approve the liquor license.

The Board to schedule a Special Meeting prior to the date of the event to approve the liquor licensing required.

**Class 2 Liquor License Request - Skaradilla Restaurant**

A Class 2 liquor license has been requested by the owner of 9237 Ogden Avenue in order to open a restaurant at that location.

An Ordinance to approve the request to be prepared and be on the agenda for approval vote at the Regular Village Board of Trustees Meeting scheduled for October 13, 2014.

### **Class 1 – 4 a.m. License Discussion**

A significant escalation in serious liquor-related incidents after 1:30 p.m. requires a sizeable public safety response which can be directly attributed to service at three establishments that still hold a Class 1 – 4a.m. liquor license. The cost of manpower, numerous arrests, resulting property damage and serious injuries at these locations has led the Board to re-visit the continuation of the Class 1 license.

All Class 1 liquor license holders invited to this meeting. Brookfield Police Department offered a detailed presentation as to why the Class 1 Liquor License should be discontinued.

An ordinance to discontinue Class 1 Liquor Licenses, effective January 1, 2015, to be on agenda for approval vote at the Regular Village Board meeting scheduled for October 13, 2014.

### **Preliminary Budget Discussion**

Staff presented proposed timeline for the 2015/2016 Budget and Capital Plan process.

Staff has started work on the 2015 and 2016 two-year budget policy document. Updates to the rolling five-year Capital plan to be developed. An updated policy document and capital plan to be on agenda for approval vote in December 2014 and a timely appropriate ordinance in January 2015.

### **PUBLIC COMMENT**

### **ADJOURN**

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of September 22, 2014 at 7:54 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser, Ryan and Hall. Nays: None. Absent: None.

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**Catherine Colgrass Edwards**  
Village Clerk  
Village of Brookfield

/lls

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
Check 15582	09/23/2014	Open			Accounts Payable	Pinner Electric, Inc.	\$9,825.53		
	Invoice		Date	Description		Amount			
	24524		09/23/2014	street lighting		\$9,825.53			
15583	09/24/2014	Open			Utility Management Refund	PIETRAS, NANCY	\$58.98		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Residential		100933-001	2 months water credit	09/24/2014	REFUND ADJUSTMENT			
15584	09/24/2014	Open			Utility Management Refund	RIGHT PRO REALTY, LLC	\$12.36		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Residential		102202-002		09/24/2014	REFUND ADJUSTMENT			
15585	09/24/2014	Open			Utility Management Refund	ENDICOTT, J	\$12.36		
15586	09/24/2014	Open			Utility Management Refund	KABUROV, B	\$40.27		
15587	09/25/2014	Open			Utility Management Refund	SUN, PING	\$159.00		
15588	10/02/2014	Open			Accounts Payable	Local Union 705	\$3,233.63		
	Invoice		Date	Description		Amount			
	090514		10/01/2014	DPW Union dues withheld as of 9/26/14		\$3,233.63			
15589	10/03/2014	Open			Utility Management Refund	BEDNAR*, NANCY	\$40.27		
15590	10/06/2014	Open			Utility Management Refund	BERTHEL, S, L	\$123.90		
15591	10/06/2014	Open			Utility Management Refund	CANNON, LARRY	\$19.45		
15592	10/07/2014	Open			Utility Management Refund	SMETAK, R	\$6.85		
15593	10/07/2014	Open			Utility Management Refund	GIOL*, CHRISTOPHER	\$41.85		
15594	10/07/2014	Open			Utility Management Refund	YORK, C	\$12.36		
15595	10/07/2014	Open			Utility Management Refund	HAYMES, J	\$40.27		
15596	10/13/2014	Open			Accounts Payable	A & M Parts Inc.	\$473.47		
	Invoice		Date	Description		Amount			
	469288		09/24/2014	fire extinguishers, batteries		\$313.86			
	470516		10/01/2014	nozzle, extension		\$20.17			
	469459		10/01/2014	sand pad		\$3.76			
	468920		10/01/2014	sprayer, nav jelly rust dislvr, welding blanket		\$134.79			
	470928		10/03/2014	adhesive reflector		\$0.89			
15597	10/13/2014	Open			Accounts Payable	Aero Removals	\$350.00		
	Invoice		Date	Description		Amount			
	19759		10/07/2014	2 person removal		\$350.00			

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15598	10/13/2014	Open			Accounts Payable	Air One Equipment, Inc.	\$603.00		
	Invoice		Date	Description		Amount			
	97923		09/24/2014	compressor maint, breathing air quality test		\$603.00			
15599	10/13/2014	Open			Accounts Payable	Airgas USA, LLC	\$549.16		
	Invoice		Date	Description		Amount			
	9031169582		09/24/2014	welding helmet		\$275.00			
	9031398604		09/24/2014	propane		\$73.91			
	9921328671		09/24/2014	welding gases		\$200.25			
15600	10/13/2014	Open			Accounts Payable	AIS	\$5,642.89		
	Invoice		Date	Description		Amount			
	27189		10/03/2014	Milestone XProtect PMA base license/camera licenses		\$159.57			
	27403		10/03/2014	Milestone XProtect PMA base license/camera licenses		\$129.57			
	27368		10/03/2014	domain renewal		\$70.00			
	26831		10/03/2014	website project scope research		\$255.00			
	26773		10/03/2014	HP 8GB SDHC		\$75.00			
	50596		10/03/2014	computer maint/repairs		\$4,953.75			
15601	10/13/2014	Open			Accounts Payable	All Seasons Uniforms	\$676.16		
	Invoice		Date	Description		Amount			
	QT02224		10/01/2014	Pants of FireWear		\$676.16			
15602	10/13/2014	Open			Accounts Payable	Alvarez, Patricia	\$50.00		
	Invoice		Date	Description		Amount			
	000188-1302		09/24/2014	refund of picnic deposit		\$50.00			
15603	10/13/2014	Open			Accounts Payable	Amalgamated Bank of Chicago	\$515.00		
	Invoice		Date	Description		Amount			
	1853481009-10/14		10/03/2014	GO Ref Bonds (ARS), Series 2009 - paying agent fees		\$515.00			
15604	10/13/2014	Open			Accounts Payable	American Top Soil Chicago	\$2,000.00		
	Invoice		Date	Description		Amount			
	100314		10/03/2014	Refund of hydrant meter deposit		\$2,000.00			
15605	10/13/2014	Open			Accounts Payable	Aqua Flow Plumbing	\$2,000.00		
	Invoice		Date	Description		Amount			
	100714		10/07/2014	Refund of parkway bond - 3715 Woodside, permit 2014-00001221		\$1,000.00			
	100814		10/07/2014	Refund of parkway bond - 3512 Harrison, permit 2013-00000684		\$1,000.00			
15606	10/13/2014	Open			Accounts Payable	Aramark Refreshment Services	\$177.88		
	Invoice		Date	Description		Amount			
	9813629		10/01/2014	coffee, stirrers		\$177.88			
15607	10/13/2014	Open			Accounts Payable	AT&T	\$2,868.75		
	Invoice		Date	Description		Amount			
	2014-00000645		10/03/2014	708-Z14-0030		\$222.20			
	2014-00000646		10/03/2014	708-Z14-0033		\$222.20			
	2014-00000647		10/03/2014	708-Z14-0045		\$1,555.46			
	2014-00000648		10/03/2014	708-Z14-0019		\$222.20			
	2014-00000649		10/03/2014	708-485-0076		\$354.07			
	2014-00000650		10/03/2014	708-485-8121		\$292.62			

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15608	10/13/2014	Open			Accounts Payable	AT&T Long Distance	\$1,312.68		
	Invoice		Date	Description		Amount			
	090914		10/03/2014	853558135-5 long dist svc		\$1,312.68			
15609	10/13/2014	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$1,012.80		
	Invoice		Date	Description		Amount			
	40053		10/03/2014	August 2014 inspections		\$1,012.80			
15610	10/13/2014	Open			Accounts Payable	Best Technology Systems Inc	\$6,455.00		
	Invoice		Date	Description		Amount			
	BTL-14249C-2		10/01/2014	Disposal of hazardous waste		\$520.00			
	BTL-14249C-1		10/01/2014	Bullet trap inspection & basic clean, type III recycle		\$5,935.00			
15611	10/13/2014	Open			Accounts Payable	Bluder's Tree Sevice	\$19,500.00		
	Invoice		Date	Description		Amount			
	3295		09/24/2014	removed 42 dead ash trees, stump grinding		\$19,500.00			
15612	10/13/2014	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$134,107.81		
	Invoice		Date	Description		Amount			
	2014-00000628		09/24/2014	medical insurance premiums-acct #051133		\$134,107.81			
15613	10/13/2014	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$254,131.02		
	Invoice		Date	Description		Amount			
	100114		10/03/2014	water usage Sept 2014		\$254,131.02			
15614	10/13/2014	Open			Accounts Payable	Brown-Luce, Michelle	\$41.45		
	Invoice		Date	Description		Amount			
	092214		10/01/2014	work pants		\$41.45			
15615	10/13/2014	Open			Accounts Payable	Burrell , Dwayne	\$188.97		
	Invoice		Date	Description		Amount			
	101314		10/07/2014	vision care reimbursement		\$188.97			
15616	10/13/2014	Open			Accounts Payable	CAMPBELL, STEVE	\$1,000.00		
	Invoice		Date	Description		Amount			
	100314		10/07/2014	Refund of parkway bond - 3832 Grove, permit 2013-00001224		\$1,000.00			
15617	10/13/2014	Open			Accounts Payable	Car Reflections	\$180.00		
	Invoice		Date	Description		Amount			
	14-409		10/01/2014	replace fender stripe/star and unit number		\$180.00			
15618	10/13/2014	Open			Accounts Payable	Carstar Scola's Collision Center	\$7,441.41		
	Invoice		Date	Description		Amount			
	49018		10/01/2014	misc car repairs		\$5,360.69			
	100614		10/07/2014	squad car repairs		\$2,080.72			
15619	10/13/2014	Open			Accounts Payable	Case Lots, Inc.	\$376.95		
	Invoice		Date	Description		Amount			
	000902		10/03/2014	janitorial supplies		\$376.95			
15620	10/13/2014	Open			Accounts Payable	Center for Education & Employment Law	\$260.00		
	Invoice		Date	Description		Amount			
	06897312		10/03/2014	Desk Encyc of Pub Emp Law, Pub Emp Law Report		\$260.00			

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15621	10/13/2014	Open			Accounts Payable	Cividino, Mary Lou	\$60.00		
	Invoice		Date	Description			Amount		
	000163-1303		09/24/2014	refund of picnic deposit			\$60.00		
15622	10/13/2014	Open			Accounts Payable	ComEd	\$654.64		
	Invoice		Date	Description			Amount		
	2014-00000641		10/01/2014	2427077087 - svc @ 4315 Park Concession Stand			\$209.99		
	2014-00000642		10/01/2014	3543076047 - svc @ 9001 Shields			\$135.47		
	2014-00000643		10/01/2014	6292126004			\$278.80		
	2014-00000651		10/03/2014	0683030051 - svc @ 8652 Southview			\$30.38		
15623	10/13/2014	Open			Accounts Payable	Communications Direct Inc.	\$1,019.90		
	Invoice		Date	Description			Amount		
	IN127349		09/24/2014	battery impres, minitor v battery pack			\$1,019.90		
15624	10/13/2014	Open			Accounts Payable	Costa, Debora	\$50.00		
	Invoice		Date	Description			Amount		
	100114		10/03/2014	refund duplicate payment of ticket			\$50.00		
15625	10/13/2014	Open			Accounts Payable	Costar Realty Information, Inc.	\$935.28		
	Invoice		Date	Description			Amount		
	102567445		10/03/2014	Property professional			\$935.28		
15626	10/13/2014	Open			Accounts Payable	Crown Trophy	\$143.00		
	Invoice		Date	Description			Amount		
	22720		10/01/2014	plaque & engraving			\$105.00		
	22758		10/03/2014	name plate			\$38.00		
15627	10/13/2014	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description			Amount		
	42799949		10/01/2014	copier contracts			\$2,177.00		
15628	10/13/2014	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,279.74		
	Invoice		Date	Description			Amount		
	660815		09/24/2014	deltacare dental			\$149.08		
	660814		09/24/2014	dental insurance premiums			\$8,892.44		
	660814V		09/24/2014	vision insurance			\$238.22		
15629	10/13/2014	Open			Accounts Payable	DuPage Topsoil Inc.	\$690.00		
	Invoice		Date	Description			Amount		
	039437		09/24/2014	semis pulv			\$690.00		
15630	10/13/2014	Open			Accounts Payable	Elwart, Brian	\$95.76		
	Invoice		Date	Description			Amount		
	092214		09/24/2014	fall decorating supplies			\$95.76		
15631	10/13/2014	Open			Accounts Payable	EMSAR/ERLA Inc.	\$621.25		
	Invoice		Date	Description			Amount		
	SI-42922		09/24/2014	preventive maint svc			\$621.25		
15632	10/13/2014	Open			Accounts Payable	Episcopo, James	\$124.91		
	Invoice		Date	Description			Amount		
	092314		10/01/2014	binders for 4am bar presentation			\$124.91		
15633	10/13/2014	Open			Accounts Payable	FedEx	\$142.34		
	Invoice		Date	Description			Amount		
	2-761-70177		09/24/2014	shipping svc			\$88.92		



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2-790-75835		10/01/2014	shipping svc			\$53.42		
15634	10/13/2014	Open			Accounts Payable	Fire Service, Inc.	\$750.00		
	Invoice		Date	Description		Amount			
	17865		10/03/2014	2014 vacuum/pump tests		\$250.00			
	17864		10/03/2014	2014 vacuum/pump tests		\$250.00			
	17866		10/03/2014	2014 vacuum/pump tests		\$250.00			
15635	10/13/2014	Open			Accounts Payable	FMP	\$911.25		
	Invoice		Date	Description		Amount			
	50-882315		09/24/2014	motor asy - wiper		\$176.71			
	50-885090		09/24/2014	Premium Reman STR		\$171.63			
	50-884470		09/24/2014	Premium Reman STR		\$171.63			
	50-900063		09/24/2014	returns		(\$256.63)			
	50-781860		09/24/2014	return		(\$116.94)			
	50-772342		09/24/2014	return		(\$19.50)			
	50-906072		10/01/2014	return		(\$24.00)			
	50-908484		10/01/2014	returns		(\$132.71)			
	50-892189		10/01/2014	alternator, v-belt, tensioner		\$571.18			
	50-902233		10/01/2014	pro batt		\$369.88			
15636	10/13/2014	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$487.93		
	Invoice		Date	Description		Amount			
	449300		10/01/2014	iever, bushing, clamp		\$88.08			
	114895		10/03/2014	repiace fuel pressure regulator		\$399.85			
15637	10/13/2014	Open			Accounts Payable	GFOA	\$190.00		
	Invoice		Date	Description		Amount			
	091514		10/03/2014	Membership renewal - Sbiral		\$190.00			
15638	10/13/2014	Open			Accounts Payable	Glean, Sean	\$50.00		
	Invoice		Date	Description		Amount			
	092214		09/24/2014	refund duplicate payment of ticket		\$50.00			
15639	10/13/2014	Open			Accounts Payable	Gorzkowicz, Iwona	\$50.00		
	Invoice		Date	Description		Amount			
	000166-1304		09/24/2014	refund of picnic deposit		\$50.00			
15640	10/13/2014	Open			Accounts Payable	Gronke, Brad	\$50.00		
	Invoice		Date	Description		Amount			
	000182-1325		10/03/2014	refund of picnic deposit		\$50.00			
15641	10/13/2014	Open			Accounts Payable	Groot Industries, Inc.	\$2,926.83		
	Invoice		Date	Description		Amount			
	CR124524		09/24/2014	dumping charges		\$2,926.83			
15642	10/13/2014	Open			Accounts Payable	HADAR, B	\$1,497.50		
	Invoice		Date	Description		Amount			
	100614		10/07/2014	Flood mitigation reimbursement		\$1,497.50			
15643	10/13/2014	Open			Accounts Payable	Hancock Engineering	\$7,704.50		
	Invoice		Date	Description		Amount			
	14-0321		10/03/2014	Development @ Ogden & Raymond		\$1,560.00			
	14-0324		10/03/2014	Signature Apartments		\$2,623.00			
	14-0325-2		10/03/2014	8832 Congress Park		\$488.00			
	14-0325-7		10/03/2014	3545 McCormick		\$854.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	14-0439		10/03/2014		Development Ordinance		\$1,098.00		
	14-0432		10/03/2014		Development @ Ogden & Raymond		\$570.00		
	14-0431-1		10/03/2014		4138 and 4146 Grove development		\$511.50		
15644	10/13/2014	Open			Accounts Payable	Harrod, Ginger	\$150.00		
	Invoice		Date	Description			Amount		
	000126-1306		09/24/2014	refund of picnic deposit			\$150.00		
15645	10/13/2014	Open			Accounts Payable	Health Endeavors, SC	\$140.00		
	Invoice		Date	Description			Amount		
	3856		09/24/2014	flu shots			\$140.00		
15646	10/13/2014	Open			Accounts Payable	Hinsdale Bank and Trust	\$2,065.56		
	Invoice		Date	Description			Amount		
	092314		10/01/2014	2013 ambulance			\$2,065.56		
15647	10/13/2014	Open			Accounts Payable	Illinois Paper & Copier Co.	\$4,362.30		
	Invoice		Date	Description			Amount		
	IN125858		09/24/2014	copy paper			\$565.00		
	IN128135		10/01/2014	copier overage charges			\$3,797.30		
15648	10/13/2014	Open			Accounts Payable	Illinois PHCC	\$182.85		
	Invoice		Date	Description			Amount		
	100214		10/03/2014	Updated 2014 State of IL plumbing code			\$182.85		
15649	10/13/2014	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$94.50		
	Invoice		Date	Description			Amount		
	083114L		09/24/2014	liquor comm. prints ORI: IL016130L			\$94.50		
15650	10/13/2014	Open			Accounts Payable	J & L Electronic Service, Inc.	\$538.53		
	Invoice		Date	Description			Amount		
	88122G		09/24/2014	MDC decoder repair			\$328.53		
	88198G		10/01/2014	troubleshoot/repair failed position 2			\$210.00		
15651	10/13/2014	Open			Accounts Payable	J & M Fence	\$993.00		
	Invoice		Date	Description			Amount		
	8136		09/24/2014	baseball field fence repair			\$993.00		
15652	10/13/2014	Open			Accounts Payable	J. Nardulli Concrete, Inc.	\$254,304.09		
	Invoice		Date	Description			Amount		
	100614		10/07/2014	2014 Street Improvement Project - Payment Est. 3			\$254,304.09		
15653	10/13/2014	Open			Accounts Payable	JUSTICE, PATRICIA	\$2,400.00		
	Invoice		Date	Description			Amount		
	092614		10/01/2014	Flood mitigation reimbursement			\$2,400.00		
15654	10/13/2014	Open			Accounts Payable	KARPAVICIUS, D	\$200.00		
	Invoice		Date	Description			Amount		
	091714		09/24/2014	Refund of cancelled resale inspection			\$200.00		
15655	10/13/2014	Open			Accounts Payable	KEELEY, GERALD	\$2,125.00		
	Invoice		Date	Description			Amount		
	092214		09/24/2014	Flood mitigation reimbursement			\$2,125.00		
15656	10/13/2014	Open			Accounts Payable	Koch, Chad	\$704.00		
	Invoice		Date	Description			Amount		
	140918		09/24/2014	Martial arts instruction			\$704.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15657	10/13/2014	Open			Accounts Payable	LA Fasteners Inc.	\$40.92		
	Invoice		Date	Description		Amount			
	1-48583		10/03/2014	nylon tubing, brass dot push lock union		\$40.92			
15658	10/13/2014	Open			Accounts Payable	La Grange Glass & Mirror Co.	\$292.00		
	Invoice		Date	Description		Amount			
	092314		10/01/2014	tempered glass, installation		\$292.00			
15659	10/13/2014	Open			Accounts Payable	La Grange Materials, Inc.	\$121.00		
	Invoice		Date	Description		Amount			
	70506		10/01/2014	3" extension ring, 1" extension ring		\$121.00			
15660	10/13/2014	Open			Accounts Payable	Lawson Products, Inc.	\$216.04		
	Invoice		Date	Description		Amount			
	9302751406		10/01/2014	fiber disc, back-up pad		\$99.49			
	9302751407		10/01/2014	windshield wash		\$116.55			
15661	10/13/2014	Open			Accounts Payable	Lehigh Hanson	\$1,107.78		
	Invoice		Date	Description		Amount			
	5443933		09/24/2014	013FM05		\$126.95			
	5444288		09/24/2014	013FM05		\$90.10			
	5446282		09/24/2014	013FM05		\$38.63			
	5444623		09/24/2014	013FM05		\$33.51			
	5443518		09/24/2014	013FM05		\$40.33			
	5449005		10/01/2014	016CA07		\$186.71			
	5448476		10/01/2014	016CA07		\$105.34			
	5444999		10/01/2014	013FM05		\$145.71			
	5445395		10/01/2014	013FM05		\$74.40			
	5445793		10/01/2014	013FM05		\$40.66			
	5449451		10/03/2014	016CA07		\$91.02			
	5449815		10/03/2014	016CA07		\$134.42			
15662	10/13/2014	Open			Accounts Payable	Madison National Life Insurance Co.	\$694.79		
	Invoice		Date	Description		Amount			
	1144470		09/24/2014	ins adm fees		\$694.79			
15663	10/13/2014	Open			Accounts Payable	MATTINSON, JACOB	\$5,000.00		
	Invoice		Date	Description		Amount			
	100214		10/03/2014	Flood mitigation reimbursement		\$5,000.00			
15664	10/13/2014	Open			Accounts Payable	Mc Allister Equipment Co.	\$291.17		
	Invoice		Date	Description		Amount			
	S06496		10/03/2014	seat belt		\$291.17			
15665	10/13/2014	Open			Accounts Payable	Menards-Hodgkins	\$231.29		
	Invoice		Date	Description		Amount			
	75943		10/01/2014	janitorial supplies		\$97.32			
	75931		10/01/2014	step ladder		\$59.00			
	76130		10/01/2014	top rail, sleeve, end cap		\$10.86			
	75880		10/01/2014	tapcon hex, corner brace		\$52.59			
	75387		10/01/2014	metal dark bronze		\$11.52			
15666	10/13/2014	Open			Accounts Payable	Midwest Meter Inc.	\$157.95		
	Invoice		Date	Description		Amount			
	0059176-IN		09/24/2014	meter coupling		\$157.95			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15667	10/13/2014	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$291.00		
	Invoice		Date	Description		Amount			
	091614		09/24/2014	Pre-employment physical - Wright		\$147.00			
	5156		10/07/2014	5 panel drug screen		\$144.00			
15668	10/13/2014	Open			Accounts Payable	Mihalik, James	\$81.00		
	Invoice		Date	Description		Amount			
	093014		10/03/2014	equipment allowance		\$81.00			
15669	10/13/2014	Open			Accounts Payable	Morning, Noon & Night Plumbing	\$625.00		
	Invoice		Date	Description		Amount			
	12210		09/24/2014	sink & toilet repairs		\$625.00			
15670	10/13/2014	Open			Accounts Payable	Most Dependable Fountains, Inc.	\$3,205.00		
	Invoice		Date	Description		Amount			
	INV34495		09/24/2014	surface mount fountain, pet fountain		\$3,205.00			
15671	10/13/2014	Open			Accounts Payable	Municode	\$1,789.17		
	Invoice		Date	Description		Amount			
	00246543		09/24/2014	supplement pages, ords on web, ordbank		\$1,789.17			
15672	10/13/2014	Open			Accounts Payable	National Power Rodding Corp	\$1,868.18		
	Invoice		Date	Description		Amount			
	45156		09/24/2014	televise sewer @ Grand & Harrison - possible collapse		\$1,868.18			
15673	10/13/2014	Open			Accounts Payable	NCPERS Group Life Ins.	\$152.00		
	Invoice		Date	Description		Amount			
	10/2014		10/01/2014	supp life insurance		\$152.00			
15674	10/13/2014	Open			Accounts Payable	New World Systems	\$600.00		
	Invoice		Date	Description		Amount			
	038144		10/01/2014	9.0 upgrade		\$600.00			
15675	10/13/2014	Open			Accounts Payable	North East Multi-Regional Training	\$1,150.00		
	Invoice		Date	Description		Amount			
	186179		09/24/2014	police cyclist class - Flores, Reyes, Roche		\$525.00			
	186424		09/24/2014	Rifle/carbine instructor - Palos		\$500.00			
	187178		10/07/2014	Electro-muscular disruption technology instructor development		\$125.00			
15676	10/13/2014	Open			Accounts Payable	Orkin Inc.	\$483.81		
	Invoice		Date	Description		Amount			
	2014-00000652		10/03/2014	pest control - 3830 Maple		\$65.39			
	2014-00000653		10/03/2014	pest control - 4301 Elm		\$47.70			
	2014-00000654		10/03/2014	pest control - 4523 Eberly		\$59.45			
	2014-00000655		10/03/2014	pest control - 4545 Eberly		\$66.37			
	2014-00000656		10/03/2014	pest control - 8820 Brookfield		\$64.36			
	2014-00000657		10/03/2014	pest control - fire stations 1&2		\$113.85			
	2014-00000658		10/03/2014	pest control - train station		\$66.69			
15677	10/13/2014	Open			Accounts Payable	ParkInk	\$244.20		
	Invoice		Date	Description		Amount			
	19352		10/03/2014	camp t-shirts		\$244.20			
15678	10/13/2014	Open			Accounts Payable	Patten Industries, Inc.	\$312.38		
	Invoice		Date	Description		Amount			
	P50C0872211		10/01/2014	pedal as		\$156.19			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	50C523662		10/03/2014	pedal as			\$156.19		
15679	10/13/2014	Open			Accounts Payable	Pecora , Mario		\$141.68	
	Invoice		Date	Description			Amount		
	092514		10/01/2014	work boots			\$141.68		
15680	10/13/2014	Open			Accounts Payable	Pinner Electric, Inc.		\$1,621.89	
	Invoice		Date	Description			Amount		
	24926		10/01/2014	streetlights			\$1,621.89		
15681	10/13/2014	Open			Accounts Payable	Pitney Bowes		\$290.00	
	Invoice		Date	Description			Amount		
	744371		10/01/2014	rental charges			\$290.00		
15682	10/13/2014	Open			Accounts Payable	Portable John, Inc.		\$888.94	
	Invoice		Date	Description			Amount		
	A-192965		09/24/2014	service @ Ehler Park			\$271.22		
	A-195855		10/01/2014	svc @ Kiwanis Park			\$346.50		
	A-195681		10/01/2014	svc @ Ehler Park			\$271.22		
15683	10/13/2014	Open			Accounts Payable	Priority Print		\$336.90	
	Invoice		Date	Description			Amount		
	20141131		09/24/2014	receipts			\$191.65		
	20141123		09/24/2014	address labels			\$93.75		
	20140802		10/01/2014	envelopes			\$51.50		
15684	10/13/2014	Open			Accounts Payable	Purchase Power		\$2,046.38	
	Invoice		Date	Description			Amount		
	091614		10/03/2014	postage			\$2,046.38		
15685	10/13/2014	Open			Accounts Payable	Quarry Materials, Inc.		\$272.60	
	Invoice		Date	Description			Amount		
	00051027		09/24/2014	N50 D Surface			\$66.70		
	00051081		10/01/2014	N50 D Surface			\$69.60		
	00051110		10/01/2014	N50 D Surface			\$136.30		
15686	10/13/2014	Open			Accounts Payable	QUINTANA JR, F		\$5,000.00	
	Invoice		Date	Description			Amount		
	092214		09/24/2014	Flood mitigation reimbursement			\$5,000.00		
15687	10/13/2014	Open			Accounts Payable	Ray O'Herron Co., Inc.		\$1,724.67	
	Invoice		Date	Description			Amount		
	1453352-IN		09/24/2014	uniforms			\$325.96		
	1453351-IN		09/24/2014	ammunition			\$215.00		
	1451920-IN		09/24/2014	uniforms, patches			\$122.00		
	1451921-IN		09/24/2014	patches			\$40.00		
	1442715-IN		09/24/2014	uniforms			\$164.95		
	1442027-IN		09/24/2014	misc equipment			\$667.77		
	1455217-IN		10/03/2014	vest carrier, molley, name tape			\$188.99		
15688	10/13/2014	Open			Accounts Payable	Reliable Fire Equipment Co.		\$21.25	
	Invoice		Date	Description			Amount		
	638481		10/03/2014	recharge 20# carbon-dioxide			\$21.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15689	10/13/2014	Open			Accounts Payable	Richardson, Anita	\$1,800.00		
	Invoice		Date	Description		Amount			
	2014-12		10/03/2014	adjudication September 2014		\$1,800.00			
15690	10/13/2014	Open			Accounts Payable	Ricmar Industries	\$212.66		
	Invoice		Date	Description		Amount			
	319286		10/01/2014	convert-it, graffiti remover		\$212.66			
15691	10/13/2014	Open			Accounts Payable	Rush Truck Center - Chicago	\$1,439.34		
	Invoice		Date	Description		Amount			
	95141762		09/24/2014	IBS# R637810: tanks, cables		\$1,036.01			
	95136218		09/24/2014	IBS# R637810: valve		\$237.33			
	95245741		10/01/2014	ring		\$36.14			
	95303190		10/03/2014	pump		\$129.86			
15692	10/13/2014	Open			Accounts Payable	Safelite AutoGlass	\$250.89		
	Invoice		Date	Description		Amount			
	24834		10/03/2014	heated solar antenna		\$250.89			
15693	10/13/2014	Open			Accounts Payable	Sam's Club	\$306.28		
	Invoice		Date	Description		Amount			
	005712		10/01/2014	misc supplies		\$178.41			
	005777		10/01/2014	misc supplies		\$121.53			
	008332		10/01/2014	sliced loaves		\$6.34			
15694	10/13/2014	Open			Accounts Payable	Scout Electric Supply Co.	\$1,080.00		
	Invoice		Date	Description		Amount			
	156979		10/07/2014	supplies for police range		\$1,080.00			
15695	10/13/2014	Open			Accounts Payable	Snap-On Tools	\$608.00		
	Invoice		Date	Description		Amount			
	0912147954		09/24/2014	triple square socket kit, stubby triple sq set		\$369.00			
	0926148267		10/03/2014	bolt grip puller		\$239.00			
15696	10/13/2014	Open			Accounts Payable	Special T Unlimited	\$151.00		
	Invoice		Date	Description		Amount			
	12895		10/03/2014	safety green t-shirts, fleece pullovers		\$151.00			
15697	10/13/2014	Open			Accounts Payable	SSPRF	\$1,350.25		
	Invoice		Date	Description		Amount			
	091914		09/24/2014	iBid sale - 1 ton dump, tire changer		\$1,350.25			
15698	10/13/2014	Open			Accounts Payable	Standard Equipment Co.	\$94.39		
	Invoice		Date	Description		Amount			
	C96344		10/01/2014	latch sealed lever		\$94.39			
15699	10/13/2014	Open			Accounts Payable	Staples Advantage	\$467.25		
	Invoice		Date	Description		Amount			
	3231581809		09/24/2014	replacement cash tray		\$60.39			
	3242045891		09/24/2014	login companion		\$5.29			
	3242045890		09/24/2014	office supplies		\$134.19			
	3242568070		10/01/2014	labels, post-its		\$78.25			
	3242568069		10/01/2014	power strip, binder clips, markers		\$93.78			
	3243161964		10/01/2014	office supplies		\$95.35			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15700	10/13/2014	Open			Accounts Payable	Stelter, Steven	\$47.57		
	Invoice		Date	Description		Amount			
	092214		09/24/2014	2 gallons paint for range		\$47.57			
15701	10/13/2014	Open			Accounts Payable	Storino, Ramello & Durkin	\$13,312.11		
	Invoice		Date	Description		Amount			
	65280		09/24/2014	village legal fees		\$13,312.11			
15702	10/13/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$245.00		
	Invoice		Date	Description		Amount			
	115995		09/24/2014	coliform presence-absence for IEPA		\$130.00			
	116247		10/03/2014	coliform presence-absence for IEPA		\$115.00			
15703	10/13/2014	Open			Accounts Payable	Sullivan, Amy	\$377.55		
	Invoice		Date	Description		Amount			
	100314		10/07/2014	Reimbursement for canoes/food for Meet the Creek		\$377.55			
15704	10/13/2014	Open			Accounts Payable	Swan Cleaners	\$35.00		
	Invoice		Date	Description		Amount			
	4658		10/07/2014	blanket cleaning		\$35.00			
15705	10/13/2014	Open			Accounts Payable	Third Millennium Associates, Inc	\$725.13		
	Invoice		Date	Description		Amount			
	17390		10/01/2014	september 2014 utility bills		\$725.13			
15706	10/13/2014	Open			Accounts Payable	Thomson Reuters - West	\$277.08		
	Invoice		Date	Description		Amount			
	830322166		09/24/2014	annual/monthly charges		\$277.08			
15707	10/13/2014	Open			Accounts Payable	Three Oaks Ground Cover	\$9,440.00		
	Invoice		Date	Description		Amount			
	50266		10/01/2014	blown pgss		\$9,440.00			
15708	10/13/2014	Open			Accounts Payable	Unifirst Corporation	\$641.05		
	Invoice		Date	Description		Amount			
	081 0976278		09/24/2014	laundry service		\$231.09			
	081 0977842		09/24/2014	laundry service		\$140.48			
	081 0979408		10/01/2014	laundry service		\$134.74			
	081 0980988		10/03/2014	laundry service		\$134.74			
15709	10/13/2014	Open			Accounts Payable	University of Illinois	\$400.00		
	Invoice		Date	Description		Amount			
	UFINR011		10/03/2014	acct# @01852854, fire and arson investigation class		\$400.00			
15710	10/13/2014	Open			Accounts Payable	Verizon Wireless	\$2,300.90		
	Invoice		Date	Description		Amount			
	9732638947		10/03/2014	trustee ipads		\$143.36			
	9732806788		10/03/2014	village cell phones		\$2,157.54			
15711	10/13/2014	Open			Accounts Payable	Village of Brookfield - Firefighter's Pension Fund	\$188,852.67		
	Invoice		Date	Description		Amount			
	100214		10/03/2014	reduce due to due from btw FF pension & general fund, 2nd pmt		\$188,852.67			

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15712	10/13/2014	Open			Accounts Payable	Village of Romeoville Fire Academy	\$430.00		
	Invoice		Date	Description		Amount			
	2014-351		10/01/2014	trench rescue operations - dubik		\$430.00			
15713	10/13/2014	Open			Accounts Payable	Visa	\$1,677.09		
	Invoice		Date	Description		Amount			
	2014-00000635		09/24/2014	recreation acct		\$829.29			
	2014-00000636		09/24/2014	police dept		\$744.20			
	2014-00000637		09/24/2014	police dept		\$103.60			
15714	10/13/2014	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$367.28		
	Invoice		Date	Description		Amount			
	2453059-0		10/01/2014	folders		\$122.08			
	2457086-0		10/03/2014	folders		\$245.20			
15715	10/13/2014	Open			Accounts Payable	WATERS, GEORGE	\$1,900.00		
	Invoice		Date	Description		Amount			
	092314		09/24/2014	Flood mitigation reimbursement		\$1,900.00			
15716	10/13/2014	Open			Accounts Payable	Wednesday Journal	\$700.00		
	Invoice		Date	Description		Amount			
	091714		09/24/2014	public notice		\$266.00			
	092414		10/01/2014	public notice		\$434.00			
15717	10/13/2014	Open			Accounts Payable	Wellman, Kathie	\$200.00		
	Invoice		Date	Description		Amount			
	000148-1324		10/03/2014	refund of picnic deposit		\$200.00			
15718	10/13/2014	Open			Accounts Payable	West Central Municipal Conference	\$575.00		
	Invoice		Date	Description		Amount			
	0006019-IN		09/24/2014	Member dues FY2015 - Suburban Tree Consortium		\$575.00			
15719	10/13/2014	Open			Accounts Payable	West Suburban Directed Gang Enforcement	\$750.00		
	Invoice		Date	Description		Amount			
	2014-002		09/24/2014	WEDGE Membership annual fee 2014		\$750.00			
15720	10/13/2014	Open			Accounts Payable	Western Suburbs Concrete, Inc	\$2,500.00		
	Invoice		Date	Description		Amount			
	071414		09/24/2014	excavate, compacted stone, concrete sculpture base		\$2,500.00			
15721	10/13/2014	Open			Accounts Payable	Westfield Ford	\$150.43		
	Invoice		Date	Description		Amount			
	603390		09/24/2014	switch asy		\$33.18			
	603522		10/01/2014	window control switch, switch housing		\$111.92			
	603589		10/03/2014	jet kit		\$5.33			
15722	10/13/2014	Open			Accounts Payable	Wilson, Brian	\$20.00		
	Invoice		Date	Description		Amount			
	100314		10/03/2014	refund overpayment of ticket		\$20.00			
15723	10/13/2014	Open			Accounts Payable	Windy City Lock & Safe Service	\$139.00		
	Invoice		Date	Description		Amount			
	9875		10/03/2014	decode keys, rekey deadbolt, key duplicates		\$139.00			



**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15724	10/13/2014	Open			Accounts Payable	Wright, Erik	\$150.00		
	Invoice		Date	Description		Amount			
	092514		10/01/2014	work boots		\$150.00			
15725	10/13/2014	Open			Accounts Payable	Zee Medical Inc.	\$217.70		
	Invoice		Date	Description		Amount			
	0100214170		09/24/2014	first aid supplies		\$217.70			
15726	10/13/2014	Open			Accounts Payable	Zep Manufacturing Co.	\$501.15		
	Invoice		Date	Description		Amount			
	9001184402		09/24/2014	cherry bomb complete, truck wash, acid resistant pump		\$501.15			
Type Check Totals:						145 Transactions	\$1,020,403.90		
<u>EFT</u>									
231	09/24/2014	Open			Accounts Payable	IMRF	\$37,463.97		
	Invoice		Date	Description		Amount			
	2014-00000632		09/24/2014	employee/employer contributions		\$37,463.97			
232	09/24/2014	Open			Accounts Payable	Village of Brookfield	\$310,351.41		
	Invoice		Date	Description		Amount			
	2014-00000638		09/24/2014	salaries		\$310,351.41			
233	09/24/2014	Open			Accounts Payable	Village of Brookfield	\$11,460.83		
	Invoice		Date	Description		Amount			
	2014-00000639		09/24/2014	fica/medicare		\$11,460.83			
234	09/24/2014	Open			Accounts Payable	Village of Brookfield	\$288.04		
	Invoice		Date	Description		Amount			
	2014-00000640		09/24/2014	payroll-sui		\$288.04			
235	10/07/2014	Open			Accounts Payable	Village of Brookfield	\$350,554.71		
	Invoice		Date	Description		Amount			
	2014-00000660		10/07/2014	salaries		\$350,554.71			
236	10/07/2014	Open			Accounts Payable	Village of Brookfield	\$11,398.27		
	Invoice		Date	Description		Amount			
	2014-00000661		10/07/2014	fica/medicare		\$11,398.27			
237	10/07/2014	Open			Accounts Payable	Village of Brookfield	\$234.80		
	Invoice		Date	Description		Amount			
	2014-00000662		10/07/2014	payroll-sui		\$234.80			
Type EFT Totals:						7 Transactions	\$721,752.03		

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$1,020,403.90	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$1,020,403.90	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$721,752.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	7	\$721,752.03	\$0.00

**Corporate Warrant - 10/10/14**

From Payment Date: 9/23/2014 - To Payment Date: 10/13/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<hr/>									
		<u>All</u>		<u>Status</u>	<u>Count</u>		<u>Transaction Amount</u>	<u>Reconciled Amount</u>	
				Open	152		\$1,742,155.93	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	152		\$1,742,155.93	\$0.00	
<hr/>									
Grand Totals:									
		<u>Checks</u>		<u>Status</u>	<u>Count</u>		<u>Transaction Amount</u>	<u>Reconciled Amount</u>	
				Open	145		\$1,020,403.90	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	145		\$1,020,403.90	\$0.00	
		<u>EFTs</u>		<u>Status</u>	<u>Count</u>		<u>Transaction Amount</u>	<u>Reconciled Amount</u>	
				Open	7		\$721,752.03	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Total	7		\$721,752.03	\$0.00	
		<u>All</u>		<u>Status</u>	<u>Count</u>		<u>Transaction Amount</u>	<u>Reconciled Amount</u>	
				Open	152		\$1,742,155.93	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	152		\$1,742,155.93	\$0.00	

**ORDINANCE NO. 2014 - 57**

**AN ORDINANCE AMENDING SECTION 06-87 ENTITLED "CLASS 1 LICENSE" OF  
DIVISION 2 ENTITLED "CLASSES, HOURS AND FEES" OF CHAPTER 6 ENTITLED  
"ALCOHOLIC BEVERAGES" OF THE VILLAGE OF BROOKFIELD CODE OF  
ORDINANCES BY AMENDING HOURS OF PERMITTED OPERATION**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF OCTOBER 2014**

Published in pamphlet form by  
Authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 13<sup>th</sup> day of October 2014.

**ORDINANCE NO. 2014 - 57**

**AN ORDINANCE AMENDING SECTION 06-87 ENTITLED "CLASS 1 LICENSE" OF DIVISION 2 ENTITLED "CLASSES, HOURS AND FEES" OF CHAPTER 6 ENTITLED "ALCOHOLIC BEVERAGES" OF THE VILLAGE OF BROOKFIELD CODE OF ORDINANCES BY AMENDING HOURS OF PERMITTED OPERATION**

**WHEREAS**, the Twenty-First Amendment to the United States Constitution confers to the states the authority to regulate and prohibit the use of alcoholic beverages;

**WHEREAS**, pursuant to the Illinois Liquor Control Act of 1934, (235 ILCS 5/1-1 *et seq.*), and the Illinois Municipal Code, (65 ILCS 5/4-1), the Village of Brookfield has the authority to regulate the sale of alcoholic beverages within the Village;

**WHEREAS**, pursuant to Section 6-14 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/6-14), the corporate authorities of the Village of Brookfield is expressly empowered to regulate and authorize the hours of sale of alcoholic liquor;

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to amend the hours during which no liquor shall be sold for holders of a Class 1 liquor license;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Amending Hours of Permitted Operation.**

Section 06-87 entitled "Class 1 license" of Division 2 entitled "Classes, Hours and Fees" of Chapter 6 entitled "Alcoholic Beverages" of the Village of Brookfield Code of Ordinances, shall be and is hereby amended to read as follows:

**Sec. 6-87. Class 1 license.**

(a) A Class 1 license authorizes the primary sale of all alcoholic liquors, the retail sale of all alcoholic liquors to be consumed on the premises and incidental thereto and shall authorize the retail sale of all alcoholic liquors in the original package to be consumed off-premises.

(b) For holders of Class 1 licenses, the hours during which no liquor shall be sold shall be as follows:

(1) Every day except Saturday, Sunday and legal holidays, between 1:30 a.m. and 7:00 a.m.

(2) On Saturday and legal holidays, between 2:30 a.m. and 7:00 a.m.

(3) On Sunday, between 2:30 a.m. and 11:00 a.m.

The term "legal holidays" as that term is used in this Chapter shall mean those days during any calendar year that are determined to be legal holidays by the Liquor Commissioner of the Village of Brookfield. The Liquor Commissioner shall, prior to December 31st of the prior year, provide to the Village Clerk a list of the dates of all holidays for the upcoming year to be available for inspection by the general public during normal Village business hours.

**[The remainder of this page is left blank intentionally.]**

**Section 3. Effective Date.**

This Ordinance shall take effect following its passage, approval and publication in pamphlet form, on January 1, 2015.

**ADOPTED** this 13<sup>th</sup> day of October 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**ORDINANCE NO. 2014 - 58**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER  
OF CLASS 2 LIQUOR LICENSES**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF OCTOBER 2014**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 13<sup>th</sup> day of October 2014

**ORDINANCE NO. 2014 - 58**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD  
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER  
OF CLASS 2 LIQUOR LICENSES**

**WHEREAS**, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

**WHEREAS**, Section 06-84 entitled "Limitation on the number of licenses" of the Village of Brookfield Code of Ordinances, as amended by Ordinance No. 2013-41, provides that the number of Class 2 liquor licenses shall not exceed nine (9);

**WHEREAS**, an application is currently pending for the issuance of a Class 2 liquor license from Kristina Mangrova, doing business as Skadarllia Restaurant, 9237 Ogden Avenue, Brookfield, Illinois; and

**WHEREAS**, the corporate authorities of the Village of Brookfield deem it to be in the best interest of the Village and its residents to increase the maximum number of Class 2 licenses to accommodate the currently pending license application;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.



## **Section 2: Increase in Class 2 Licenses.**

Section 06-84 of the Village of Brookfield Code of Ordinances, as amended, shall be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed six (6).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed zero (0).
- (16) The total number of Class 12 licenses shall not exceed one (1).
- (17) The total number of Class S licenses shall not exceed eight (8).
- (18) The total number of Class S1 licenses shall not exceed three (3).
- (19) The total number of Class S2 licenses shall not exceed one (1).

(20) The total number of Class S3 licenses shall not exceed four (4).

**Section 3. Effective Date.**

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 13<sup>th</sup> day of October 2014 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

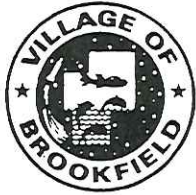
**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office  
and published in pamphlet form  
this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois



# LICENSE

License # 8

Fee: \$900.00 (prorated)

TO SELL ALCOHOLIC LIQUOR AT RETAIL

By Authority of the Village of Brookfield  
License is Hereby Granted to  
Skadarllia

To Sell Alcoholic Liquor at Retail - **Class 2**  
in the Village  
at 9237 Ogden Ave. from October 13, 2014 to  
December 31, 2014

Subject to the provision of all ordinances  
now in force and that may hereafter be passed by said  
Village. Witness the hand of the President of the  
Board of Trustees and the Corporate Seal thereof,  
this 13th day of October, A.D. 2014

Attest:

\_\_\_\_\_  
President, Board of Trustees  
And Liquor Commissioner

\_\_\_\_\_  
Village Clerk

RESOLUTION NO. R-2014 - 965

**A RESOLUTION APPOINTING A VILLAGE TREASURER FOR THE  
VILLAGE OF BROOKFIELD**

PASSED AND APPROVED BY  
THE MAYOR AND VILLAGE BOARD OF TRUSTEES  
THIS 13<sup>TH</sup> DAY OF OCTOBER 2014

RESOLUTION NO. R-2014 - 965

**A RESOLUTION APPOINTING A VILLAGE TREASURER FOR THE  
VILLAGE OF BROOKFIELD**

**WHEREAS**, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) and Section 02-330 of the Code of Ordinances, Village of Brookfield, Illinois, authorize the village president with the advice and consent of the board of trustees to appoint a treasurer, who shall perform the duties required by the Code of Ordinances, Village of Brookfield, Illinois, and other ordinances of the village or by state statute including, but not limited to, having custody of all village funds, the payment of claims upon a warrant or cash order drawn upon the village treasurer, signed by the president and countersigned by the clerk of the village and stating the particular fund and the appropriation to which the warrant is chargeable and the person to whom payable, keeping such books and accounts as may be required by the board of trustees or the village manager, rendering monthly reports showing the state of the treasury at the termination of each month, and such other reports as may be required by ordinance, statute or the board of trustees;

**WHEREAS**, village treasurer, Keith R. Sbiral, has been appointed to the office of village manager and has tendered his resignation as village treasurer effective October 13, 2014; and

**WHEREAS**, the board of trustees of the village has determined that it is necessary, proper and in the best interest of the village to appoint Doug Cooper as village treasurer effective at 12:01 a.m. on October 13, 2014;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**Section 2.** The board of trustees hereby appoints Doug Cooper as village treasurer effective at 12:01 a.m. on October 14, 2014.

**Section 3:** The Certificate of Appointment of Doug Cooper as village treasurer of the village is attached hereto as Exhibit "A."

**Section 4:** The Oath of Office of Doug Cooper as village treasurer of the village is attached hereto as Exhibit "B."

**Section 5:** The Warrant of Commission of Doug Cooper as the village treasurer of the village is attached hereto as Exhibit "C."

**[The remainder of this page is left blank intentionally.]**

**Section 6:** This resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 13<sup>th</sup> day of October 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Cathy Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

**EXHIBIT "A"**

**STATE OF ILLINOIS** )  
**COUNTY OF COOK** ) ss.  
**VILLAGE OF BROOKFIELD, ILLINOIS** )

**CERTIFICATE OF APPOINTMENT**

TO: Cathy Colgrass-Edwards, Village Clerk

I, Kit P. Ketchmark, Village President of the Village of Brookfield, Cook County, Illinois, do hereby certify that Doug Cooper, has been duly appointed by me with the advice and consent of the Board of Trustees on the 13<sup>th</sup> day of October 2014 to the office of Village Treasurer of the Village of Brookfield, Illinois, effective as of 12:01 a.m. on October 14, 2014, for a term not to exceed that of the current Village President of the Village of Brookfield and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Brookfield, Illinois, this 13<sup>th</sup> day of October 2014.

---

Kit P. Ketchmark, Village President of the  
Village of Brookfield, Illinois



**EXHIBIT "B"**

**VILLAGE OF BROOKFIELD, ILLINOIS**

**OATH OF OFFICE**

I, Doug Cooper, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Treasurer of the Village of Brookfield to the best of my ability.

Administered and sworn at Brookfield, Illinois, this 13<sup>th</sup> day of October 2014.

---

Doug Cooper

**WARRANT OF COMMISSION  
FOR THE OFFICE OF VILLAGE TREASURER  
OF THE VILLAGE OF BROOKFIELD, ILLINOIS**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

Given under my hand and the Corporate Seal of Brookfield, Illinois, this 13<sup>th</sup> day of October 2014.

Cathy Colgrass-Edwards, Clerk of the Village of Brookfield, Illinois

487687-1

October 6, 2014

Honorable Kit P. Ketchmark, Village President  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois

Dear President Ketchmark,

Due to my appointment as village manager, I hereby resign as village treasurer effective October 13, 2014.



---

Keith R. Sbiral

RESOLUTION NO. R-2014- 966

**A RESOLUTION AWARDING A CONTRACT FOR THE 2014 SEWER CLEANING  
AND TELEVISION PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 13<sup>TH</sup> DAY OF OCTOBER 2014

RESOLUTION NO. R-2014-966

**A RESOLUTION AWARDING A CONTRACT FOR THE 2014 SEWER CLEANING  
AND TELEVISIONING PROJECT FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield publicly advertised for sealed bids for the 2014 Sewer Cleaning and Televisioning Project (the "Project");

**WHEREAS**, bids for the Project were received, publicly opened, examined and declared at 10:00 a.m. on Thursday, October 2, 2014; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder for the Project is Hydro-Vision Technology, LLC of Romeoville, Illinois;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**Section 2:** The corporate authorities do hereby find Hydro-Vision Technology, LLC to be the lowest responsible bidder for the Project.

**Section 3:** Hydro-Vision Technology, LLC is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

**Section 4:** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Hydro-Vision Technology, LLC, the lowest responsible bidder, for the Project. The

Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Hydro-Vision Technology, LLC

**Section 5:** Provided that Hydro-Vision Technology, LLC returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents.

**Section 6:** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 13<sup>th</sup> day of October 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 13<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 13th day of October 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**VILLAGE OF BROOKFIELD, ILLINOIS**  
**NOTICE OF AWARD**

TO: Hydro-Vision Technology, LLC  
1593 Aster Drive  
Romeoville, Illinois 60446

PROJECT DESCRIPTION: Village of Brookfield, Illinois, 2014 Sewer Cleaning and Televising Project.

THE VILLAGE OF BROOKFIELD has considered the Proposal submitted by you for the above-described work in response to its Notice of Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Forty-Five Thousand Three Hundred Seventy-Two and 50/100 Dollars (\$45,372.50) payable on a unit-price basis for the units of work listed in the Project Scope properly installed and accepted by the Village, subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 13<sup>th</sup> day of October 2014.

VILLAGE OF BROOKFIELD, ILLINOIS

By: \_\_\_\_\_

Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 13th day of October 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Hydro-Vision Technology, LLC this \_\_\_\_ day of \_\_\_\_\_ 2014.

Hydro-Vision Technology, LLC

\_\_\_\_\_  
Nicholas K. Worley, Member





October 6, 2014

Mr. Keith Sbiral  
Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

Re: 2014 Sewer Cleaning and Televising Project

Dear Keith:

Sealed bid proposals for the proposed 2014 Sewer Cleaning and Televising Project were received and publicly opened at 10:00 A.M. on Thursday, October 2, 2014 at the Brookfield Village Hall.

A total of five (5) contractors obtained bidding documents for this project and the Village received proposals from three (3) companies. The bid proposal results are as follows:

<u>CONTRACTOR</u>	<u>BID PROPOSAL AMOUNT</u>
Hydro-Vision Technology LLC	\$45,372.50
National Power Rodding Corp.	\$56,397.00
United Septic Inc.	\$69,037.50 (corrected amount)
Engineer's Estimate	\$73,530.00

Each of the bid proposals were properly completed and accompanied by the required bid security.

The lowest bidder, Hydro-Vision Technology, LLC. is a local Chicago area contractor. This firm has provided sewer cleaning and televising services to one of our clients within the last three years and performed the work satisfactorily. We also contacted three additional municipal references for which they have recently performed work and received favorable reviews of their work. It is our recommendation that the Village accept the bid proposal submitted by Hydro-Vision Technology LLC.

We have enclosed a copy of the bid tabulation for the project and the original bid proposals. Please feel free to contact our office should you have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

  
Derek Treichel, P.E., C.F.M.

Enclosures

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ [www.ehancock.com](http://www.ehancock.com)

BID TABULATION

BID DATE & TIME: Thursday, October 2, 2014 @ 10:00 A.M.

PROJECT: 2014 Sewer Cleaning and Televising Project

k:/bidtabs/BROOKFLD/14221 - 2014 Swr CLN TV.xls

	QUANTITY	UNIT	ENGINEER'S ESTIMATE		HYDRO-VISION		NAT'L POWER RODDING		UNITED SEPTIC	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1. Basic Cleaning of 10" Diameter Sewers	8,970	Foot	1.50	13,455.00	0.75	6,727.50	1.00	8,970.00	1.75	15,697.50
2. Basic Cleaning of 12" Diameter Sewers	9,860	Foot	1.50	14,790.00	0.75	7,395.00	1.00	9,860.00	1.75	17,255.00
3. Basic Cleaning of 15" Diameter Sewers	930	Foot	1.50	1,395.00	1.00	930.00	1.00	930.00	2.50	2,325.00
4. Heavy Cleaning of 10" Diameter Sewers	2,000	Foot	2.50	5,000.00	2.00	4,000.00	0.01	20.00	3.00	6,000.00
5. Heavy Cleaning of 12" Diameter Sewers	2,000	Foot	2.50	5,000.00	2.00	4,000.00	0.01	20.00	3.00	6,000.00
6. Heavy Cleaning of 15" Diameter Sewers	500	Foot	2.50	1,250.00	3.00	1,500.00	0.01	5.00	4.00	2,000.00
7. Televising Sewers	19,760	Foot	1.50	29,640.00	0.75	14,820.00	1.70	33,592.00	1.00	19,760.00
8. Removal and Disposal of Waste Materials	40	Ton	75.00	3,000.00	150.00	6,000.00	75.00	3,000.00	-	-
TOTAL AMOUNT OF BID				\$ 73,530.00		\$ 45,372.50		\$ 56,397.00		\$ 69,037.50

CORRECTION FROM AS-READ AMOUNT

# Bid Proposal Submittal Packet

Hydro-Vision Tech  
Contractor's Name

1593 Aster Dr.

Street

Romeoville IL 60446

City

State

Zip



## 2014 Sewer Cleaning and Televising Project

The attached Proposal, along with the bid security shall be submitted by the Contractor as their bid.

Bids will be accepted in the office of the Village Manager located in the Village Hall,  
8820 Brookfield Avenue, Brookfield, Illinois, until 10:00 A.M., on Thursday, October 2, 2014.

SECTION V

BID PROPOSAL

for  
2014 Sewer Cleaning and Televising Project  
Village of Brookfield, Illinois

TO THE VILLAGE OF BROOKFIELD  
8820 Brookfield Avenue  
Brookfield, IL 60513

Date: 9/30/2014

1. Proposal of Hydro-Vision Technology LLC.  
(Name)  
1593 Aster Dr. Romeoville IL  
(Address)  
815-409-6830 03-0576731  
(Telephone) (FAX Number)

for the improvements generally described in the Scope of Improvement and all appurtenances thereto for a complete and operating project.

2. The specifications and bidding proposal are those prepared by the Edwin Hancock Engineering Co., 9933 Roosevelt Road, Westchester, Illinois 60154, telephone 708-865-0300, which cover the work generally described in the Scope of Improvement.
3. The undersigned agrees that the Village reserves the right in receiving these bids to waive any technicalities and reject any or all bids, and to select and accept such proposal as may be for the best interest of the Village, and yet be in conformity with the law.
4. In submitting this proposal, the undersigned further agrees to deposit with this bid, a cashier's or certified check or bid bond from a surety company appearing on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State of Illinois, in the amount of five percent (5%) of the amount of the bid; said check or bid bond to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond and labor and material payment bond for the completion of the work, and sign the Contract therefore, within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
6. The undersigned further declares that he has carefully examined the Proposal, Specifications, and Supplemental Specifications and that he has inspected in detail the site

of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead misunderstanding regarding the same.

7. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of Contract, a Contract Bond and Labor and Material Payment Bond satisfactory to and in the form prescribed by the Village from a surety company appearing on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State of Illinois, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of and payment for work in accordance with the terms of the Contract.
8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
11. The undersigned further agrees that if the Village decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the work as altered, increased or decreased at the Contract unit prices.
12. The undersigned further agrees that the Village may, at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. The actual cost for such extra work shall be determined by the method described in the Specifications.
13. The undersigned further agrees to execute a Contract for this work and present the same to the Village ten (10) days after the date of notice of the award of the Contract to him.
14. The undersigned further agrees to carry the necessary Public Liability and Worker's Compensation Insurance to protect the Village, its Trustees, Officers, Agents and Employees, Cook County and its Officers, Employees and Agents, and the Engineer, Edwin

Hancock Engineering Co., and its Officers, Employees and Agents, from any claims that may arise in connection with the construction of said work as outlined in the Standard and Supplemental Specifications.

15. The undersigned further agrees to begin work not later than Ten (10) Days after the execution and approval of the Contract and Contract Bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor and will insure its completion within forty-five (45) calendar days from the Notice of Award.

In case of failure to complete the work by the completion date named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the Specifications, which costs shall be considered and be treated not as a penalty but as damages due the Village.

SCHEDULE OF DEDUCTION FOR EACH DAY OF OVERRUN IN CONTRACT TIME

\$475.00 per calendar day beyond the specified completion date

16. The undersigned further agrees that preference shall be given to the employment of Illinois laborers for all work under this Contract in compliance with State law 30 ILCS 560/1-7.
17. The undersigned is aware that Prevailing Wage Rates apply to all work performed on this Contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by his subcontractors and/or any lower tier subcontracts required by this Contract.

# SCHEDULE OF PRICES

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Basic Cleaning of 10" Diameter Sewers	8,970	Foot	\$0.75	\$ 6727.5
2.	Basic Cleaning of 12" Diameter Sewers	9,860	Foot	\$0.75	\$ 7395
3.	Basic Cleaning of 15" Diameter Sewers	930	Foot	\$ 1.00	\$ 930
4.	Heavy Cleaning of 10" Diameter Sewers	2,000	Foot	\$ 2.00	\$ 4000
5.	Heavy Cleaning of 12" Diameter Sewers	2,000	Foot	\$ 2.00	\$ 4000
6.	Heavy Cleaning of 15" Diameter Sewers	500	Foot	\$ 3.00	\$ 1500
7.	Televising Sewers	19,760	Foot	\$0.75	\$ 14,820
8.	Removal and Disposal of Waste Materials	40	Ton	\$ 150	\$ 6000

TOTAL COST:

\$ 45,372.5

SIGNATURES

(IF AN INDIVIDUAL)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(IF A CO-PARTNERSHIP)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(INSERT NAMES & ADDRESSES  
OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Hydro-Vision Technology LLC  
Corporate Name

Nicholas Worley  
Signed By President

1393 Aster Dr. Raleigh  
Business Address

8134096830 888-893-4402  
Telephone Number and FAX Number

(INSERT NAMES OF OFFICERS)

Nicholas Worley  
President

ATTEST:

[Signature]  
Secretary

[Signature]  
Secretary

\_\_\_\_\_  
Treasurer

(SEAL)



## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of Brookfield, IL hereinafter referred to as Buyer.

A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a)(1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, time clocks, fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 20 day of Sep., 2014 by:

Firm Name Hydro-Vision Tech.

By: Nicholas W. G.

Title: President  
(Seller)

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM  
PUBLIC CONTRACTING DUE TO BID-RIGGING OR  
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E -11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

Hydoo-Vision Technology, LLC  
(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or the contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to the entering into any contract therewith.

DATE: 9/30/2014

By: [Signature]

ATTEST:

(SEAL)

**STATE OF ILLINOIS**  
**DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) specifying the actions that will be taken against employees for violations of such prohibition.
- (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs;
- and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hydro-Vision Technology LLC.  
Printed Name of Organization

Nicholas Worley  
Signature of Authorized Representative

Requisition/Contract/Grant  
ID Number

Nicholas Worley  
Printed Name and Title  
President

9-30-14  
Date

## Bid Bond

# AIA Document A310™ – 2010

### CONTRACTOR:

*(Name, legal status and address)*

HYDRO-VISION TECHNOLOGY L.L.C.  
1593 Aster Dr  
Romeoville, IL 60446

Bid Bond No. OC00425

### SURETY:

*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
62 Maple Ave  
Keene, NH 03435

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*

Village of Brookfield  
8820 Brookfield Ave  
Brookfield, IL 60513

**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

### PROJECT:

*(Name, location or address, and Project number, if any)*

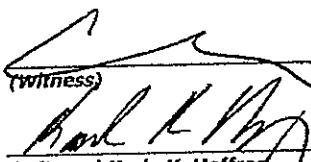
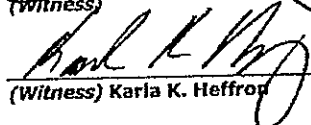
2014 Sewer Cleaning and Televising Project, Village of Brookfield, Illinois

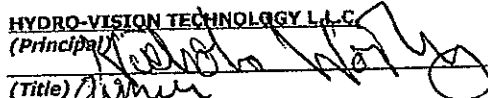
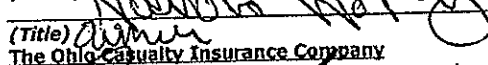
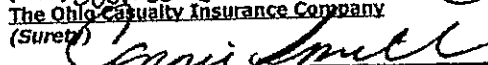
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October, 2014

  
(Witness)  
  
(Witness) Karla K. Heffron

HYDRO-VISION TECHNOLOGY L.L.C.  
(Principal)  
  
(Title)   
The Ohio Casualty Insurance Company  
(Surety)  
  
(Title) Connie Smith, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6681708

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Steinagel; Christopher M. Kemp; Connie Smith; Michael J. Douglas; Robert Downey

all of the city of Hudson state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2014.



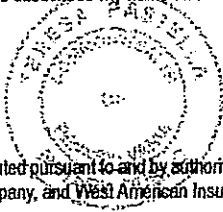
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 20th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

NOT valid for mortgage, note, bond, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

# Specifications and Bidding Documents

2014 Sewer Cleaning and Televising Project



Edwin Hancock Engineering Co.

9933 Roosevelt Road  
Westchester, Illinois 60154

Phone: 708-865-0300  
Fax: 708-865-1212  
[www.ehancock.com](http://www.ehancock.com)



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## SECTION I

### NOTICE TO BIDDERS

Notice is hereby given by the President and Board of Trustees of the Village of Brookfield, Illinois that bid proposals will be received for the following project:

#### 2014 SEWER CLEANING AND TELEVISIONING PROJECT VILLAGE OF BROOKFIELD, ILLINOIS

This project will include the cleaning and televising of approximately 20,000 feet of combined sewers, within two (2) focused areas of the Village of Brookfield.

The contractor shall be paid in cash for the work to be performed on this project.

Sealed bids will be received up to the hour of 10:00 A.M. on Thursday, the 2<sup>nd</sup> day of October, 2014, in the office of the Village Manager in the Village Hall located at 8820 Brookfield Avenue, Brookfield, Illinois. All sealed bids received will be publicly opened and read at 10:00 A.M. on the same day, Thursday, the 2<sup>nd</sup> day of October, 2014, at the Village Hall.

Bidding documents, consisting of the bid proposal, project specifications, and project plans are available at the office of Edwin Hancock Engineering Co., 9933 Roosevelt Road, Westchester, Illinois 60154, upon payment of a non-refundable charge of Twenty Dollars (\$20.00) per set of bidding documents. No bidding documents will be issued after 4:30 P.M. on Tuesday, the 30<sup>th</sup> day of September, 2014.

All bid proposals offered must be accompanied by a bid bond in an amount not be less than Five Percent (5%) of the total amount of the bid or a cashier's check or certified check, made payable to the Order of the President and Board of Trustees of the Village of Brookfield and in an amount not less than Five Percent (5%) of the total amount of the bid, as a guarantee that if the bid proposal is accepted, a contract will be entered into and the performance of the contract properly secured. No bid proposal shall be considered unless accompanied by such bid bond or check.

Any bidder in doubt as to the true meaning of any part of the bidding documents may request an interpretation thereof from the Village. The bidder requesting the interpretation shall be responsible for its prompt delivery. At the request of the bidder, or in the event that the Village deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the bidding documents issued by the Village, a copy of such addendum will be mailed to all prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the bidders' responsibility to obtain all addenda issued.

The Contractor and Subcontractor shall comply with all regulations issued pursuant to Prevailing Wage Act (820 ILCS 130), and other applicable Federal Laws and regulations pertaining to labor standards. The Village of Brookfield reserves the rights to determine the lowest, responsive, responsible bidder, to waive irregularities, and to reject any or all bid proposals.

BY ORDER  
THE PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF BROOKFIELD, ILLINOIS

## **SECTION II**

### **SCOPE OF IMPROVEMENTS**

This contract shall consist of work necessary to clean and televise the existing combined sewers located within two concentrated sections of the Village. The specific locations have been indicated in the attached location maps 1 and 2.

The sewer sizes range between 10" and 15" in diameter. The work may also include heavy cleaning of combined sewers where necessary, as well as removal of waste.

**The work on this project must be completed within thirty (30) calendar days after the Notice of Award is issued.**

## SECTION III

### A. STANDARD SPECIFICATIONS

The applicable Standard Specifications, as listed below, shall apply to all work performed under this Contract unless revised by the Supplemental Specifications and the Special Provisions for Contract Pay Items that are also included as part of the Specifications for this project.

1. The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois Department of Transportation and adopted by said Department on January 1, 2012, including all applicable supplemental specifications and revisions.

Copies of this document are on file with the Engineer and may be obtained from the following agency:

Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

2. The "Standard Specifications for Water and Sewer Main Construction in Illinois", Seventh Edition, dated 2014, and all revisions thereto **excluding Sections 1 - 9**.

Copies of this document are on file with the Engineer and may be obtained from the following agency:

Illinois Society of Professional Engineers  
1304 S. Lowell Avenue  
Springfield, Illinois 62704

3. "Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.

Copies of this manual are on file with the Engineer and may be obtained from the following agency:

Metropolitan Water Reclamation District of Greater Chicago  
111 East Erie Street  
Chicago, Illinois 60611

All of the foregoing publications are on file in the office of the Village Engineer, Edwin Hancock Engineering Co., 9933 Roosevelt Road, Westchester, Illinois 60154, telephone 708-865-0300, FAX 708-865-1212 and incorporated by reference into this document.

Wherein any of the Specifications the wording states or implies "the Engineer shall supervise" it shall be interpreted to mean "the Engineer shall inspect".

## **B. SUPPLEMENTAL SPECIFICATIONS**

The following special provisions supplement the STANDARD SPECIFICATIONS. In case of conflict with any part, or parts, of said STANDARD SPECIFICATIONS, the SUPPLEMENTAL SPECIFICATIONS shall take precedence and shall govern.

### **SECTION 101. DEFINITION OF TERMS**

101.14 Department. Delete Article 101.14 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.14 Department. The Village of Brookfield, by and through its President and Board of Trustees.

101.15 District Engineer. Delete Article 101.15 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.15 District Engineer. Derek Treichel, P.E. of Edwin Hancock Engineering Company.

101.16 Engineer. Delete Article 101.16 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.16 Engineer. Derek Treichel, P.E. of Edwin Hancock Engineering Company.

101.44 State. Delete Article 101.44 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.44 State. The Village of Brookfield, by and through its President and Board of Trustees.

### **SECTION 102. ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION**

102.01 Procedures to be in Accordance with Rules. Delete Article 102.01 of the Standard Specifications for Road and Bridge Construction and substitute the following:

102.01 Procedures to be in Accordance with the Instructions for Bidders. The procedures for the advertisement, bidding, award, and contract execution shall be in accordance with the Instructions for Bidders contained in this booklet. The Invitation for Bids contains additional requirements. Bidders and the Contractor shall comply with the all procedures published in the Instructions for Bidders and the Invitation for Bids.

### **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

107.01 Laws to be Observed. Add the following to Article 107.01:

107.01.01 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.01.03 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Department in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Department, unless so required by court order.

107.26 Indemnification. Delete the first paragraph of Article 107.26 of the Standard Specifications for Road and Bridge Construction and substitute the following:

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith; and, if any judgment shall be rendered against the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, for their own negligent acts or omissions.

107.27 Insurance. Add the following to Article 107.27:

107.27.1 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officials, agents, employees and volunteers; and Engineer, its agents and employees, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### 107.27.3 Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

##### 107.27.3.1 General Liability and Automobile Liability Coverages.

- A. The Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees.
- B. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees.
- D. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, as additional insureds.
- F. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

##### 107.27.3.2 Workers' Compensation and Employers' Liability Coverage.

- A. The insurer shall agree to waive all rights of subrogation against the Department, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

#### 107.27.4 Verification of Coverage.

The Contractor shall furnish the Department and Engineer with certificates of insurance naming the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and

employees, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Department and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Department reserves the right to request full certified copies of the insurance policies and endorsements.

#### 107.27.5 Subcontractors.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### 107.27.6 Assumption of Liability.

The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.



**EXHIBIT A**

**CG 20 10 03 97**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

**EXHIBIT B**

**CG 20 26 11 85**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT C**

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

# EXHIBIT D

(EXAMPLE)

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Fully Completed			INSURERS AFFORDING COVERAGE				NAIC #
INSURED			INSURER A: Name of Insurance Company				Completed
Fully Completed			INSURER B: Name of Insurance Company				Completed
			INSURER C: Name of Insurance Company				Completed
			INSURER D: Name of Insurance Company				Completed
			INSURER E: Name of Insurance Company				Completed
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
IN SR LT R	AD D' L IN SR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001  <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001  <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY  <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY  <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers; and Edwin Hancock Engineering Co., its agents and employees.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			

## **EXHIBIT E**

### **ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Name of Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002  
Revised – 1/2005

## SECTION 108. PROSECUTION AND PROGRESS

108.06 Labor, Methods, and Equipment. Add the following to Article 108.06:

108.06.1 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Engineer's written consent given after prior written notice. Regular working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

108.06.2 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the director of the Department certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Department's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.06.3 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall comply with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Owner shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

1. The Contractor shall submit to the Owner monthly, in person, by mail, or electronically a certified payroll. The certified payroll shall consist of a complete copy of the records of all laborers, mechanics, and other workers employed on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period and the number of hours worked each day.
2. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
3. Upon two (2) business days' notice, the contractor and each subcontractor shall make available for inspection the records identified herein to the Owner, its officers and agents, and to the Director of the Illinois Department of Labor and its deputies and agents. Upon two (2) business days' notice, the contractor and

each subcontractor shall make such records available at all reasonable hours at a location within Cook County, Illinois.

4. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Owner or the Department of Labor.
5. Each Contractor and Subcontractor shall make and keep, for a period of not less than 3 years from the date of completion of this Contract.

## INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

### ***PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.***

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol) for more detailed information regarding application of the Prevailing Wage Act.



**AFFIDAVIT**

*Monthly Statement of Compliance*

Date: \_\_\_\_\_

I, \_\_\_\_\_ (name  
signatory party), \_\_\_\_\_ (title),  
do hereby state: that I pay or supervise the payment  
of the persons employed on the public works project  
\_\_\_\_\_ (name

of project), that during the payroll period commencing  
on the \_\_\_\_\_ day of \_\_\_\_\_ (year), and  
ending on the \_\_\_\_\_ day of \_\_\_\_\_ (year),  
all persons employed on said project have been  
paid the full wages earned, that no rebates  
have been or will be made either directly or indirectly  
to or on behalf of said \_\_\_\_\_

(name of contractor or subcontractor) from the full  
wages earned by any person, and that no  
deductions have been made either directly or  
indirectly from the full wages earned by any  
persons, other than permissible deductions as  
defined by Federal and/or State law. I further certify  
that this payroll is correct and complete; that the wage  
rates contained therein are not less than the actual  
rates herein stated and that the classification set forth  
for each laborers or mechanic conform to the work  
he/she performed.

Signature: \_\_\_\_\_

**SUBCONTRACTORS**

*Attach explanation of monies paid, copy of  
contract or billing, or other pertinent information.*

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**\*\* Please Note: The submission of falsified payroll records is a criminal offense. \*\***

Pay Period Starting Date: \_\_\_\_\_  
Pay Period Ending Date: \_\_\_\_\_  
Date Submitted to Village: \_\_\_\_\_

## **SECTION 109. MEASUREMENT AND PAYMENT**

### **109.02 Scope of Payment.** Add the following to Article 109.02:

**109.02 Taxes.** The Village of Brookfield is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

### **109.07 Partial Payments and Retainage.** Add the following to Article 109.07:

**109.07.1 Partial Payments.** The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the Department:

(A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate from each and every Subcontractor and suppliers of material or labor to release the Department of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Department without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Department of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Department harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(C) sworn statements or lien waivers supporting the Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate not being processed until the following month.

109.09 Contract Claims. Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:

"Procedure. All Claims shall be submitted to the Engineer. The Engineer shall consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

#### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

#### **"EQUAL EMPLOYMENT OPPORTUNITY"**

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation there under.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

"Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

### **RESPONSIBILITIES OF CONTRACTOR**

Within ten (10) days after the signing of the Contract, the Contractor shall submit a work schedule showing the progress to be made on the major portions of the work, such work schedule to be designated to complete the entire work within the time stipulated for completion. The schedule of work, however, shall be subject to the Engineer's approval. If, at any time during the progress of work, the Engineer or the Department is of the opinion that the Contractor is not adhering to such schedule, the Engineer will request the Contractor to increase his force to comply with the work schedule. Failure of the Engineer or the Department, however, to demand this shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The Contractor shall be solely responsible for the safety of persons, property, or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Engineer at the time of the change.

### **CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT**

The work herein specified shall be prosecuted with such force as the Engineer may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the Engineer, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Engineer for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the Department shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

### **ASSIGNMENT OF CONTRACT**

No part of the work herein specified shall be assigned without the written consent of the Engineer, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

### **SUSPENSION OF WORK**

Should the Contractor, with the approval of the Engineer and the Department, stop work, or should the weather conditions in the opinion of the Engineer be such that the work could not be properly and safely performed, then the Engineer may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the work was in progress.

### **LIMITATION OF OPERATIONS**

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances. The Department reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

### **PAYMENTS**

If the rate of progress is satisfactory to the Engineer and the Department, payment estimates will be submitted by the Engineer to the Department once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Department. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages.

### **ENGINEER'S AUTHORITY**

The Engineer shall act as the Department's representative during the construction period. The Engineer shall decide any issues that may arise as to quality and acceptability of material furnished and work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work.

The Engineer shall NOT have control over or charge of, and shall NOT be responsible for construction means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

## **SPECIFICATIONS**

The Contractor shall keep on the project site a copy of the Specifications. In any case of discrepancy in the figures or drawings, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Engineer shall furnish from time to time such details, sketches or other information as he may consider necessary, unless otherwise provided. Certain drawings and data are also required from the Contractor and shall be promptly furnished for approval, and when approved by the Engineer, shall become part of these Specifications.

The work is to be made complete, and to the satisfaction of the Engineer, notwithstanding any minor omissions in the Specifications.

The Contractor will not be allowed to take advantage of any error or omission in the details, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

## **MEASUREMENT OF WORK - ADDITIONS AND/OR DEDUCTIONS**

Measurement of Work - In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered, but only actual number, length, area, solid contents, or weight will govern.

Extra Work - No claim whatever will be allowed the Contractor for extra work or material or for a greater amount of money than is herein stipulated to be paid, unless some change in, or addition to, the work requiring additional outlay by the Contractor is first ordered in writing by the Engineer. Said writing shall state that such work is not included in the Contract, what the extras are, and that they are necessary for the proper completion of the work or for the security of the work previously done, and the reasons why such extras are necessary.

Force Account - For extra work not named in the schedule, payment shall be made on the basis of net cost of labor and materials, determined and certified by the Engineer, and in addition thereto, a percentage of said net cost; or in lieu of payment on cost basis the Engineer and Contractor may agree in writing upon a fixed amount or fixed unit prices to be paid for such extra work, in which event such item shall be added to the schedule. The class of labor used shall not be higher than that usually employed on work of similar character.

The Contractor shall furnish (separately, for each item of work) each day, to the Engineer, a statement of the material and a roll of the men with the time made by each chargeable to Force Account Work. **Bills for extra work done in any current month must be presented to the Engineer not later than the fifth (5th) day of the next following month.**

Change of Plans - If the Engineer and Department deem it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the Contract or Agreement hereby entered into, nor release labor and materials to complete the Contract as altered. The value of the work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the Contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Engineer, Department, and the Contractor.



### **OVERTIME ENGINEERING**

The cost of services furnished by the Engineer during the period of time allowed in the Contract for completion of the work (including Department's extensions of the completion time) will be paid by the Department on the basis of a 40-hour work week. In the event that the Contractor works more than eight (8) hours on any weekday or works at any time on Saturdays, Sundays, or Holidays, the cost of engineering services during such overtime will also be paid by the Department, but shall be deducted from payments due the Contractor. Overtime engineering services shall be charged for at a rate of forty dollars (\$40.00) per hour per employee. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering services, the Contractor shall reimburse the Department in the amount necessary to cover these costs.

### **EXTENDED ENGINEERING SERVICES**

Extended engineering services are defined as all additional engineering services required as a result of the Contractor's failure to complete the work within the Contract completion time and any Department's extensions of that completion time. The cost of such extra engineering services shall include the entire cost of engineering services, including travel expenses and overtime charges, and all costs including travel expenses and overtime charges for employees of the Engineer, both in the office and at the job site necessary for proper administration of the project, which would not have been incurred if the work had been completed within the time allowed in the Contract (including Department's extensions of the completion time).

The Department will continue to pay engineering costs, but the cost of all extra engineering services as defined above shall be deducted from payments due to the Contractor. If the amounts due the Contractor are insufficient to cover the costs of such extra engineering services, the Contractor shall reimburse the Department in the amount necessary to cover these costs.

### **NIGHT, SUNDAY, AND HOLIDAY WORK**

No work shall be performed under these Specifications at night or on Sunday or legal holidays without the approval of the Engineer and the Department. If it is found necessary to continue the work at night or on Sunday or legal holidays, the Contractor will be charged for the Engineering and Inspection at such times at rates described in this section under the heading of OVERTIME ENGINEERING.

### **COMPLIANCE WITH CODES**

It is the responsibility of the Contractor to whom this contract is awarded to familiarize himself and comply with the contents of the Occupational Safety and Health Act (OSHA), codes and ordinances adopted by and in effect by Federal, State, County, Township, and Village Governmental Bodies, and any other governmental agencies at any level having jurisdiction over this area and this type of work.

### **LOCAL REGULATIONS**

The work shall be executed in full compliance with laws and regulations of the Village. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

### **SUBSTITUTE MATERIALS**

Where, in these Specifications, one or more certain materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of material can be used if, in the opinion of the Engineer and the Department, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and the Engineer and the Department give a written approval of a substitution before the articles and materials are ordered by the Contractor. Should a substitution of articles and/or materials be desired, the Contractor will be required to request the change within ten (10) days from the award of the Contract.

### **PERMITS**

The Engineer and the Department shall prepare and submit the necessary applications for any permits that must be obtained from other governmental agencies.

### **TRAFFIC AND PEDESTRIAN CONTROL**

The Contractor shall comply with Traffic Control and Protection Standards of IDOT for flagmen, signing and barricades. This work shall be considered included in the contract.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following: (1) Highway Standards, (2) mimeographed supplemental specifications, mimeographed special provisions, and (3) other special provisions relating to traffic control.

1. 701501, 701606, 701701, 701801, 701901, and construction staging details.
2. Miscellaneous Materials, Legal Relations and Responsibility to Public.
3. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, temporary pavement marking, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of controlling traffic. Two way movement on streets and access to abutting properties shall be maintained at all times.

The Contractor shall be responsible for insuring that all barricades, warning signs, lights and other devices installed by him are in place and operating twenty-four (24) hours each day, including Sundays and Holidays during the time this Contract is in force.

In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel required to properly maintain all traffic control devices.

### **COMPETENCY OF BIDDERS**

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Owner, upon request, with satisfactory evidence of his competency to perform the work contemplated. The Bidder, if requested, shall also answer and submit questionnaires relating to his

experience and available equipment for performing work similar to that for which he is offering a Proposal.

No Proposal will be considered from any Bidder unless he is known to be skilled in work of a similar nature to that covered by this Contract and has sufficient capital to meet all obligations to be incurred in carrying out this work. In addition, the Contractor shall be able to provide conclusively that he has the following requirements:

1. A minimum of five (5) years experience in the cleaning of municipal sewer systems.
2. A minimum of five (5) years experience in the field of sewer pipe inspection by means of closed circuit television.

### **SEQUENCE OF WORK**

Within ten (10) days after signing the Contract, the Contractor shall submit a work schedule showing the progress to be made on the major portions of the work, such work schedule to be designed to complete the entire work within the time stipulated for completion. The schedule of work, however, shall be subject to the Engineer's approval. If, at any time during the progress of the work, the Engineer is of the opinion that the Contractor is not adhering to such schedule, the Engineer will request the Contractor to increase his force to comply with the work schedule. Failure of the Contractor, however, to demand this shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

### **PROTECTION OF WORK**

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarms, or police call boxes in the vicinity.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals, and the property against injury.

The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

### **CLEANING WORK AND SITE**

The Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false work, debris and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the Contract to the satisfaction of the Engineer and leave the premises in perfect condition insofar as affected by the work under this Contract.

### **NOTICE TO ENGINEER**

Whenever the Contractor anticipates starting work, whether at the beginning of the Contract or after any cessation of work, he shall, at least two (2) working days previous to starting said work, notify the Engineer of his intention to do so.

### **VISITATION OF THE PROJECT SITE**

The Contractor shall visit the project site prior to his submittal of his bid proposal in order to satisfy himself as to the existing conditions under which, in the course of the work, he will be obliged to operate or that will in any manner affect the work under this contract.

### **SEWER CLEANING**

Vehicular access should be necessary at only one (1) manhole. Where cleaning of an entire length between manholes cannot be performed successfully from one manhole, the Contractor shall set up his equipment at the opposite manhole and cleaning again attempted without additional compensation.

Prior to entering access areas, such as manholes, and performing inspections or cleaning operations, an evaluation of the atmosphere shall be done by the Contractor to determine the presence of toxic or flammable vapors, or lack of oxygen, in accordance with Local, State and Federal Safety Regulations.

The Owner shall provide and pay for all water required and used in the cleaning operation and in the entire work as provided herein. Water shall be made available at hydrant locations throughout the project area which are approved by the water department at no charge to the Contractor. The Contractor shall obtain proper meters before commencing work and keep track of all water usage, and provide the Owner with total amount of water used for the contract. **The acquisition of the meter will require a fully-refundable deposit by the Contractor.**

Abuse of this privilege, including usage of water without permit, by the Contractor's personnel shall be grounds for the Owner to install meters at these hydrant locations and require payment at the rate of \$10.00 per thousand gallons for water drawn by the Contractor.

## TELEVISION INSPECTION

### GENERAL

The CONTRACTOR shall provide all labor, materials, and equipment necessary to visually inspect sewers by means of a closed-circuit television inspection of the sewers being cleaned. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio controlling the movements of the television camera through the sewer in either direction.

### EQUIPMENT

The television camera used for the inspection shall be a radial-view camera which is specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 500-line resolution color video picture. Picture quality and definition shall be to the satisfaction of the ENGINEER and if unsatisfactory, equipment shall be replaced with satisfactory equipment and no payment made for any unsatisfactory inspection.

Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. **The camera shall stop and look "up" each service connection.** The speed of the camera shall be no greater than 30 feet per minute.

For manholes that may be difficult to access, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.

### INSPECTION PROCEDURE

The inspection shall involve the visual observation by closed circuit television. The television camera shall be moved through the sewer at a rate of speed which will allow examination of all points of infiltration, cracked or crushed pipe, defective joints, misalignment in line or grade, location of all service connections and any service defects which may appear, but in no case at a speed greater than 30 feet per minute. The inspection procedure shall require inspecting a sewer line continuously from one manhole to the next until the end of the proposed line to be inspected is reached. This is to allow for one entire sewer line to be inspected continuously without having to search for various segments of the same line on different recordings. Inspecting sewer lines in various segments rather than all at once will not be allowed. Where obstructions within the sewer line prevent the passage of televising equipment, the Contractor shall reset his equipment to pass through the sewer line section from the other end and thereby complete the inspection.

In sewers that, in the opinion of the Owner, are flowing too full to obtain an accurate video record, the CONTRACTOR shall be required to install a device in the upstream manhole to partially or fully restrict the upstream sewage from flowing through the section of pipe being inspected. The length of time that the upstream flow can be partially or fully restricted shall be coordinated with the Owner. **In any case, sewer flows shall not exceed 25% of the pipe diameter, as measured in the manhole involved in televising.**

In sewers found to have sag sections which in the opinion of the ENGINEER significantly obstruct the view of the internal surfaces of the pipe, the pipes shall be jetted so as to remove a sufficient amount of

water to complete a satisfactory inspection. Similar procedures to that used in those sections found to have high flows shall be applied in this circumstance.

Self-propelled cameras, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the camera will not pass through the entire sewer section, the CONTRACTOR shall re-set his equipment in a manner so the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire sewer section, the inspection shall be considered complete and no additional inspection work will be required.

### **ACCURACY OF DISTANCE AND SIZE RECORD**

The measurements made during the course of the internal inspection must be reasonably accurate for future use in making sewer repairs and adjustments. Measurement meter records shall be accurate to within one half of a foot (0.5') over the length of the section being inspected. Accuracy of the measurements shall be checked daily with a steel or fiberglass tape. The distance between centerline of manhole structures shall be determined for each section inspected, and noted in the record.

**Additionally, the pipe dimension shall be verified at each end of a televised section of sewer.** This may be done by physically entering the manholes or by using an acceptable measuring device viewable by the recording device. Each verification of pipe shall be noted on the inspection logs. These dimensions will be used for ordering pipe materials for any potential point repairs and are considered critical.

### **TELEVISION RECORD FORMAT**

The television record shall be recorded on standard DVD's of quality approved by the ENGINEER, or as video files on a device capable of being viewed on a computer through a USB connection. The videos shall become the property of the OWNER upon completion. The recording shall be carefully stored within a case so that the medium does not become damaged. The recording shall contain both video and audio record of the observed pipe conditions. Playback shall be at the same speed as it was recorded and provide a clear distortion free image for visual analysis. Each disc or device shall be clearly numbered and indexed for later review. Specific references to the sections of the sewer system shall reflect the manhole/pipe numbering system provided by the ENGINEER.

The visual portion of the video shall show the true picture of the inside of the sewer, with a meter image on the screen visually recording the precise locations of wyes, break-in connections, defective joints, cracked or crushed pipe and all other points of actual or potential infiltration. The screen image shall also provide data relative to the manhole section being viewed and the date of the recording.

The audio portion of the recording shall be the audio record in which the CONTRACTOR shall state the location of the pipe being viewed, condition of pipe, estimated infiltration at designated and recorded points, footage so that location can be established, and any other pertinent information.

### **CLEANING REPORTS**

The Contractor shall submit a typewritten log containing a commentary on his finds in the process of sewer cleaning noting where sewers and manholes which are leaking or otherwise in need of repair, defective sewer segments which should be further investigated and/or repaired and approximate locations of such defects. All observed pipe connections (whether live or dead) shall be stationed and notated on these forms. Any discrepancies between the sewer atlas information provided to the Contractor and actual

field conditions should also be noted. Daily reports shall be submitted to the Owner including any emergency repair work needed.

### **INSPECTION AND ACCEPTANCE**

Upon inspection by the Owner's representative, the Owner shall have the right to reject workmanship which is defective or not in conformity with the contract requirements and to require correction. If the contractor does not correct defective workmanship within a reasonable time, the Owner may do so and charge the expense thereof to the Contractor. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Village's rights under any warranty or guaranty.

### **RECORD KEEPING**

With respect to all written communications and record keeping, the Contractor shall identify each and every manhole and sewer run with the same nomenclature shown on a drawing provided by the Owner.

Each and every billing shall be accompanied by a suitable Daily Work Report record verifying all work covered by the invoice. Separate forms will be submitted for each date of contract service and each function of service provided. No Payments will be made to the Contractor for any invoiced amount not supported by such written work report forms properly completed and attached to the invoice.

Within 14 days of the project's commencement, the Contractor will be required to submit weekly logs and videos to the Engineer for review. These documents will become the property of the Owner at this time. These documents will not be considered part of the "final submittal" to the Owner upon completion of Contract.

### **FINAL SUBMITTAL**

Upon completion of the Contract, the Contractor will be required to furnish three (3) sets of DVDs of the televised recordings. Additionally, three (3) sets of both electronic and paper copies of the sewer data logs shall be furnished to the Owner. These shall be bound, or inserted into a high-quality three-ring binder. The organization of these documents shall be logically arranged so that all consecutive sewer runs are located under a specific "tab."

### **REMOVAL AND DISPOSAL OF WASTE MATERIALS**

The Contractor shall remove and dispose of all waste materials, including tree roots that are encountered within the sewers during the sewer cleaning operations. These waste materials shall be disposed of by delivery to a governmentally approved disposal facility. The Contractor shall comply with all regulations of the Illinois Environmental Protection Agency and other regulating agencies in disposing of these waste materials.

All waste materials accumulated during the cleaning operations shall be removed from the sewer section being cleaned at its first manhole downstream from the equipment location at the upper end of the sewer section. A mesh screen having openings no larger than 1/2" shall be installed over the downstream pipe at the downstream manhole during all cleaning operations. Moving waste materials downstream through the sewers, from one section to the next, could cause sewer service line blockages and otherwise interfere with the operation of the sewer system and shall not be permitted.

### **C. CONTRACT ITEMS**

This shall be a unit price contract and shall include all work mentioned on the project plans and specifications, and any work not specifically mentioned that is necessary for the completion the project in a good workmanship like manner. Any conflicts or omissions in these specifications are to be brought to the attention of the Engineer, and his decisions in resolving these matters shall be final. The Contractor shall in no way take advantage of any conflicts or omissions on the plans and in these specifications and it shall be his sole responsibility to bring any and all to the attention of the Engineer. The quantities bid upon are estimated quantities, and the Contractor shall verify this to his own satisfaction.

#### **ITEM 1 - BASIC CLEANING OF 10" DIAMETER SEWERS**

This item will include basic cleaning of all 10" diameter combined sewers on this project. **All sewers on the project shall receive, and will be paid for under, BASIC CLEANING**, regardless of whether or not they undergo HEAVY CLEANING.

Work to be done under this item consists of the removal of all sludge, dirt, sand, rocks, bricks, greases, moderate root infestations, and other solid and semi-solid materials that are considered removable by the use of hydraulic, high-pressure water jetting equipment. The removal of this material from the sewer pipe shall all be considered part of the basic cleaning of the sewer pipe.

A minimum of three (3) passes shall be made through the sewer section using the high-pressure water jetting equipment. A maximum of five (5) such passes shall be completed, if necessary, to perform the light (basic) cleaning requirements to make televising possible.

Payment for basic cleaning of these sections of sewer will be at the Contract unit price per Foot of BASIC CLEANING OF 10" DIAMETER SEWERS in accordance with these Specifications.

#### **ITEM 2 - BASIC CLEANING OF 12" DIAMETER SEWERS**

This item will include basic cleaning of all 12" diameter combination sewers on this project.

The specifications and payment for this item shall be the same as for **ITEM 1** except for the designated difference in the size of the pipes.

#### **ITEM 3 - BASIC CLEANING OF 15" DIAMETER SEWERS**

This item will include basic cleaning of all 15" diameter combination sewers on this project.

The specifications and payment for this item shall be the same as for **ITEM 1** except for the designated difference in the size of the pipes.

#### **ITEM 4 - HEAVY CLEANING OF 10" DIAMETER SEWERS**

This item will include heavy cleaning of all 10" diameter combination sewers on this project where basic cleaning produced insufficient results after five passes with the cleaning equipment. After three (3) passes if it appears that two (2) additional passes will not be sufficient, the **contractor shall notify the Engineer** that heavy cleaning will be necessary. After approval, the contractor shall proceed with heavy cleaning. The cleaning process **will not be considered for payment under HEAVY CLEANING unless prior approval has been documented by the Engineer.**



Work to be done under this item consists of the use of root cutters, or other means, when extensive root growths or other masses are encountered within sewer sections and cannot be removed by hydraulic, high-pressure water jetting equipment as specified in the pay items for BASIC CLEANING OF SEWERS.

All sections of sewer which are designated for HEAVY CLEANING will also be paid for as BASIC CLEANING.

Payment for heavy cleaning these sections of sewer will be at the Contract unit price per Foot of HEAVY CLEANING OF 10" DIAMETER SEWERS in accordance with these specifications.

#### **ITEM 5 - HEAVY CLEANING OF 12" DIAMETER SEWERS**

This item will include heavy cleaning of all 12" diameter combination sewers on this project as necessary.

The specifications and payment for this item shall be the same as for ITEM 4 except for the designated difference in the size of the pipes.

#### **ITEM 6 - HEAVY CLEANING OF 15" DIAMETER SEWERS**

This item will include heavy cleaning of all 15" diameter combination sewers on this project as necessary.

The specifications and payment for this item shall be the same as for ITEM 4 except for the designated difference in the size of the pipes.

#### **ITEM 7 - TELEVISIONING SEWERS**

This item shall include televising the existing combined sewers as shown on the Project Location Maps and as directed by the Engineer, in the manner and procedure as described in these Specifications in conjunction with the Supplemental Specifications.

All sewer sections shall be televised after basic cleaning and (if necessary) after heavy cleaning has been performed. However, in those sewer sections that have been basic cleaned and it is agreed upon by the Engineer and/or the Public Works Director that the entire sewer section will require heavy cleaning, televising of the sewer section shall be performed only after the completion of the heavy cleaning.

The maximum quantity of feet to be paid will not exceed the actual length in feet of the sewer section televised. Any additional televising of sewer sections necessary to assure that the required degree of cleaning has been performed in that sewer section shall be at the Contractor's expense.

**Each section of sewer shall be continuously televised from one manhole to the next manhole. It will not be acceptable to televise certain sections of sewer and then re-start from where the first section of televised sewer ended.**

Payment for televising these sections of sewer will be at the Contract unit price per Foot of TELEVISIONING SEWERS in accordance with these Specifications.

## **ITEM 8 - REMOVAL AND DISPOSAL OF WASTE MATERIALS**

This item will include removing and disposing of all waste materials, including tree roots that are encountered within the sewers during the sewer cleaning operations. These waste materials shall be disposed of by delivery to a governmentally approved disposal facility. The Contractor shall comply with Public Act 90-761 and Article 202.03 of the Standard Specifications for Road and Bridge Construction, and all regulations of the Illinois Environmental Protection Agency and other regulating agencies in disposing of these waste materials. All costs associated with this process shall be included under this item. No additional compensation will be granted.

All waste materials accumulating during the cleaning operations shall be removed from the sewer section being cleaned at its first manhole downstream from the equipment location at the upper end of the sewer section. A mesh screen having openings no larger than ½" shall be installed over the downstream pipe at the downstream manhole during all cleaning operations. Moving waste materials downstream through the sewers, from one section to the next, could cause sewer service line blockages and otherwise interfere with the operation of the sewer system and will not be permitted.

The Contractor will be required to dump the materials into a dumpster that shall be hauled away at intervals not exceeding one (1) week in duration. The Village will provide a location in the Public Works yard for the Contractor to place this dumpster. The Village will inspect the debris to verify that it has been sufficiently de-watered prior to being hauled away.

The Contractor will be allowed to dispose of the material in different methods other than outlined above (dumpster in Public Works yard) if he can provide a manner for verifying that the debris has been de-watered sufficiently prior to dumping that is agreeable both to the Village and the Engineer.

The Contractor will be required to provide the Engineer with documentation recording the weight of the material that has been disposed within twenty-four (24) hours of disposing of the material. All documentation shall be maintained by the Contractor for 3 years. An example of the Illinois Department of Transportation "Construction Debris Manifest" form is enclosed for the Contractor's use. The Village will not monitor the Contractor to see if this form or a facsimile is being used and documented. The use and documentation is solely the responsibility of the Contractor. If contacted by the Environmental Protection Agency, the Village will direct the agency to the Contractor. There will not be a separate pay item for the documentation of the Construction Debris.

Payment for removing and disposing of this material will be at the Contract unit price per Ton of REMOVAL AND DISPOSAL OF WASTE MATERIALS. This unit price shall include all costs for furnishing labor, materials, and equipment necessary to remove and dispose of the waste materials in accordance with these Specifications.



(EXAMPLE)

## CONSTRUCTION DEBRIS MANIFEST

Ticket No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Generator \_\_\_\_\_

Hauler \_\_\_\_\_

Truck No. \_\_\_\_\_

Description of Material \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approximate Weight of Material \_\_\_\_\_

Approximate Volume of Material \_\_\_\_\_  
\_\_\_\_\_

Disposition of Material:

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Owner: \_\_\_\_\_

Operator: \_\_\_\_\_

(EXAMPLE)

## SECTION IV

### INSTRUCTIONS TO BIDDERS

#### DEFINITION OF TERMS

Wherever herein the following terms are used in the Instructions to Bidders Section, their definitions are as follows:

<u>Owner</u>	The Village of Brookfield acting through its authorized representatives.
<u>Village</u>	The Village of Brookfield acting through its authorized representatives.
<u>Engineer</u>	The Edwin Hancock Engineering Co. and its duly authorized representatives.
<u>Bidder</u>	Any individual, firm, partnership, or corporation submitting a Proposal for the Work to be awarded, acting directly or through a duly authorized representative.
<u>Bid</u>	The total dollar amount specified by the Bidder and shown in the Proposal.
<u>Contractor</u>	The Bidder that is awarded the Contract for the Work.
<u>Project</u>	The entire proposed improvement that is to be constructed in whole or in part pursuant to the Contract.
<u>Contract</u>	The written Agreement between the Contractor and the Owner covering the performance of the work and the furnishing of labor and materials for the construction of the Work. The Contract includes the Invitation for Bids, Proposal, Contract Bond, Specifications, any and all Supplemental Agreements, and any and all Special Provisions.
<u>Work</u>	The improvement advertised for Bids, described in the Proposal form, covered in the Specifications, Special Provisions, Contract, authorized alternations, extensions and deductions, and

Supplementary Agreements, or part or parts thereof, including labor, tools, equipment, and materials necessary for the satisfactory completion of the improvements.

Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and to certain administrative details applicable thereto.

Proposal

The offer of the Bidder submitted on the prescribed form and setting forth the prices for the Work to be performed.

EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE WORK

The Bidder shall, before submitting his Bid, carefully examine the Proposal, and all Specifications. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Owner or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the Village or Engineer. The Proposal shall be executed properly and the Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items listed in the Proposal. He shall show the products of the respective quantities and unit prices in the column provided for that purpose and the total sum to be shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written in ink.

If the Proposal is made by an individual, his name and post office address shall be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown; if made by a corporation, the Proposal shall show the names, titles, and business addresses of president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

### PROPOSAL GUARANTY

Each Proposal shall be accompanied by a bid bond in an amount which shall not be less than Five Percent (5%) of the total amount of the bid, cashier's check or certified check, made payable to the order of the President and Board of Trustees of the Village of Brookfield as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance of the Contract properly secured. No Proposal shall be considered unless accompanied by such bid bond or check.

### COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Village, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Engineer a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal.

### DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Invitation for Bids. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Invitation for Bids.

### WITHDRAWAL OF PROPOSALS

Permission will be given a Bidder to withdraw his Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same work at the same letting.

### PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Invitation for Bids. Bidders, their authorized agents, and other interested parties are invited to be present.

### DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- (a) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.

- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the Proposal.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work.

### REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate Bids, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal Guaranty shall be rejected as informal or insufficient. However, the Village reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the Village.

### AWARD OF CONTRACT

Unless all Proposals are rejected, Award of Contract will be made to the lowest responsible Bidder whose Proposal complied with all the Specifications. The successful Bidder will be notified in writing that his Bid has been accepted and he has been awarded the Contract by the Village.

If a Contract is not awarded within forty-five (45) days after the opening of Proposal, a Bidder may file a written request with the Village for the withdrawal of his Proposal without forfeiture of his Proposal Guaranty.

### PROPOSAL GUARANTY

The Proposal Guaranties of all except the two (2) lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two (2) lowest Bidders will be returned as soon as the Contract and Bonds of the successful Bidder have been properly executed and approved and the Certificates of Insurance have been posted and approved.

If Contracts cannot be awarded promptly, the Owner may permit the two (2) lowest Bidders to substitute a bid bond or other securities as approved by the Village for the cash or certified checks which they may have submitted with their Proposals as Proposal Guaranties, but such substitutions shall not be made until a period of seven (7) days has elapsed after the date of opening Proposals.

#### REQUIREMENT OF PERFORMANCE BOND AND PAYMENT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Owner a performance bond and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on a form which is acceptable to the Village.

#### FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and provide an acceptable bond, as provided herein, within ten (10) days from the date of receipt of Contract from the Village, will be considered as just cause for the annulment of the Award and the forfeiture of the Proposal Guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.



SECTION V

BID PROPOSAL

for  
2014 Sewer Cleaning and Televising Project  
Village of Brookfield, Illinois

TO THE VILLAGE OF BROOKFIELD  
8820 Brookfield Avenue  
Brookfield, IL 60513

Date: \_\_\_\_\_

1. Proposal of \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone) (FAX Number)

for the improvements generally described in the Scope of Improvement and all appurtenances thereto for a complete and operating project.

2. The specifications and bidding proposal are those prepared by the Edwin Hancock Engineering Co., 9933 Roosevelt Road, Westchester, Illinois 60154, telephone 708-865-0300, which cover the work generally described in the Scope of Improvement.
3. The undersigned agrees that the Village reserves the right in receiving these bids to waive any technicalities and reject any or all bids, and to select and accept such proposal as may be for the best interest of the Village, and yet be in conformity with the law.
4. In submitting this proposal, the undersigned further agrees to deposit with this bid, a cashier's or certified check or bid bond from a surety company appearing on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State of Illinois, in the amount of five percent (5%) of the amount of the bid; said check or bid bond to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond and labor and material payment bond for the completion of the work, and sign the Contract therefore, within ten (10) days after the award of a Contract.
5. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
6. The undersigned further declares that he has carefully examined the Proposal, Specifications, and Supplemental Specifications and that he has inspected in detail the site

of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead misunderstanding regarding the same.

7. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of Contract, a Contract Bond and Labor and Material Payment Bond satisfactory to and in the form prescribed by the Village from a surety company appearing on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State of Illinois, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of and payment for work in accordance with the terms of the Contract.
8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
11. The undersigned further agrees that if the Village decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the work as altered, increased or decreased at the Contract unit prices.
12. The undersigned further agrees that the Village may, at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. The actual cost for such extra work shall be determined by the method described in the Specifications.
13. The undersigned further agrees to execute a Contract for this work and present the same to the Village ten (10) days after the date of notice of the award of the Contract to him.
14. The undersigned further agrees to carry the necessary Public Liability and Worker's Compensation Insurance to protect the Village, its Trustees, Officers, Agents and Employees, Cook County and its Officers, Employees and Agents, and the Engineer, Edwin

Hancock Engineering Co., and its Officers, Employees and Agents, from any claims that may arise in connection with the construction of said work as outlined in the Standard and Supplemental Specifications.

15. The undersigned further agrees to begin work not later than Ten (10) Days after the execution and approval of the Contract and Contract Bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor and will insure its completion within forty-five (45) calendar days from the Notice of Award.

In case of failure to complete the work by the completion date named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the Specifications, which costs shall be considered and be treated not as a penalty but as damages due the Village.

SCHEDULE OF DEDUCTION FOR EACH DAY OF OVERRUN IN CONTRACT TIME

\$475.00 per calendar day beyond the specified completion date

16. The undersigned further agrees that preference shall be given to the employment of Illinois laborers for all work under this Contract in compliance with State law 30 ILCS 560/1-7.
17. The undersigned is aware that Prevailing Wage Rates apply to all work performed on this Contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by his subcontractors and/or any lower tier subcontracts required by this Contract.

# SCHEDULE OF PRICES

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Basic Cleaning of 10" Diameter Sewers	8,970	Foot	\$	\$
2.	Basic Cleaning of 12" Diameter Sewers	9,860	Foot	\$	\$
3.	Basic Cleaning of 15" Diameter Sewers	930	Foot	\$	\$
4.	Heavy Cleaning of 10" Diameter Sewers	2,000	Foot	\$	\$
5.	Heavy Cleaning of 12" Diameter Sewers	2,000	Foot	\$	\$
6.	Heavy Cleaning of 15" Diameter Sewers	500	Foot	\$	\$
7.	Televising Sewers	19,760	Foot	\$	\$
8.	Removal and Disposal of Waste Materials	40	Ton	\$	\$

TOTAL COST:

\$

SIGNATURES

(IF AN INDIVIDUAL)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(IF A CO-PARTNERSHIP)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(INSERT NAMES & ADDRESSES  
OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(INSERT NAMES OF OFFICERS)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of Brookfield, IL hereinafter referred to as Buyer.

A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a)(1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, time clocks, fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show clause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by:

Firm Name \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seller)

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM**  
**PUBLIC CONTRACTING DUE TO BID-RIGGING OR**  
**BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E -11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

\_\_\_\_\_  
(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or the contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to the entering into any contract therewith.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)



**STATE OF ILLINOIS**  
**DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) specifying the actions that will be taken against employees for violations of such prohibition.
- (3) notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs;
- and

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

\_\_\_\_\_  
Printed Name of Organization

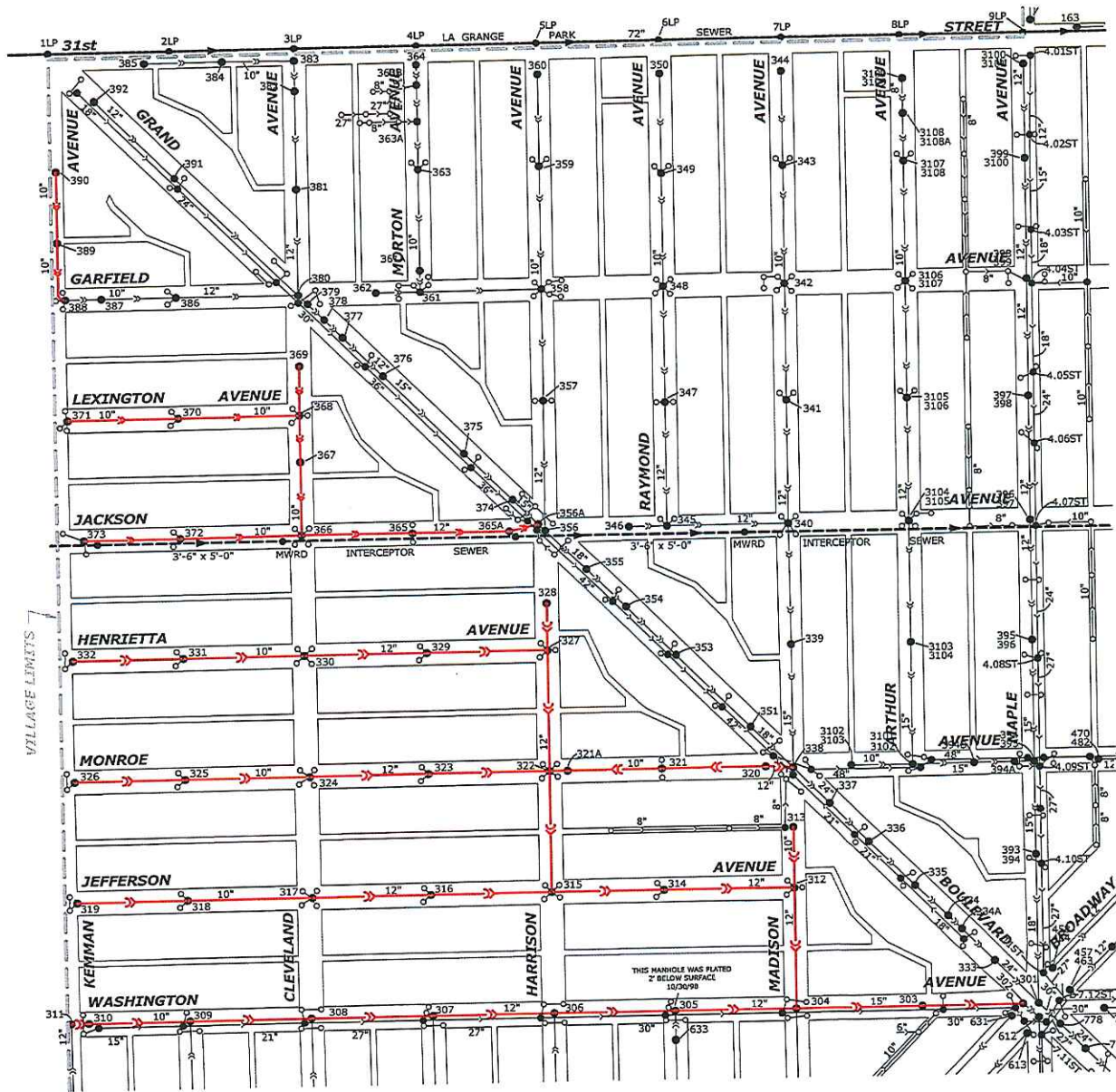
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Requisition/Contract/Grant  
ID Number

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Drawing file: W:\Projects\_bk\Brookfield\1514221 - 2014 Sewer Cleaning and Televising\BC\_Sewer-2014.dwg  
Sep 10, 2014 - 9:39am



SEWER TO BE CLEANED AND TELEVISED

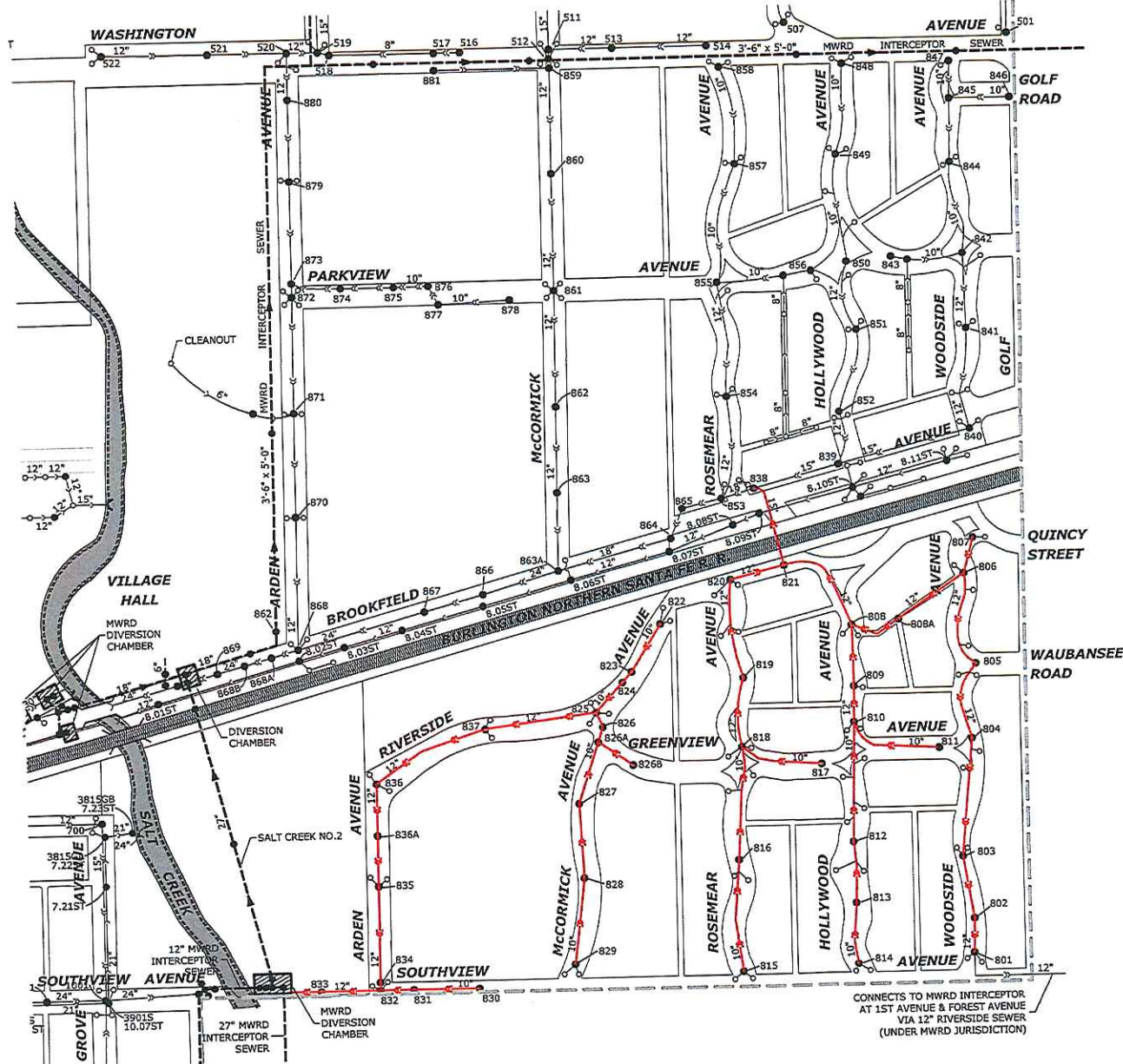
## 2014 SEWER CLEANING AND TELEVISING PROJECT BROOKFIELD, ILLINOIS



◆ Civil Engineers  
◆ Municipal Consultants  
◆ Established 1911

9533 Research Road  
Winchester, Illinois 60156-2788  
Phone: 708.940-4300  
Fax: 708.940-3212

Drawing file: W:\Projects\by\_Village\Brookfield\12314221 - 2014 Sewer Cleaning and Televising\BF\_Sewer\_2014.dwg Sep 10, 2014 - 9:35am



SEWER TO BE CLEANED AND TELEVISED

## 2014 SEWER CLEANING AND TELEVISING PROJECT BROOKFIELD, ILLINOIS



◆ Civil Engineers  
◆ Municipal Consultants  
◆ Established 1911

9933 Roswell Road  
Waukegan, Illinois 60059-2708  
Phone: 708/565-5300  
Fax: 708/565-1212



**BDE SPECIAL PROVISIONS**  
For the August 1 and September 19, 2014 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241	6	Bridge Demolition Debris	July 1, 2009	
5026I	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292	11	Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
* 80310	12	Coated Galvanized Steel Conduit	Jan. 1, 2013	Aug. 1, 2014
* 80341	13	Coilable Nonmetallic Conduit	Aug. 1, 2014	
80198	14	Completion Date (via calendar days)	April 1, 2008	
80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
80294	17	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311	18	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
* 80334	19	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	21	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
80335	22	Contract Claims	April 1, 2014	
80029	23	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265	24	Friction Aggregate	Jan. 1, 2011	
80229	25	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329	26	Glare Screen	Jan. 1, 2014	
80303	27	Granular Materials	Nov. 1, 2012	
* 80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	29	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	30	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	
80323	31	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	
80315	32	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80336	33	Longitudinal Joint and Crack Patching	April 1, 2014	
80324	34	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2014
80325	35	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	
* 80045	36	Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80342	37	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	
80165	38	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337	39	Paved Shoulder Removal	April 1, 2014	
80330	40	Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298	41	Pavement Marking Tape Type IV	April 1, 2012	
80254	42	Pavement Patching	Jan. 1, 2010	
80331	43	Payrolls and Payroll Records	Jan. 1, 2014	
80332	44	Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80326	45	Portland Cement Concrete Equipment	Nov. 1, 2013	
80338	46	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
* 80343	47	Precast Concrete Handhole	Aug. 1, 2014	
80300	48	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	49	Progress Payments	Nov. 2, 2013	
80281	50	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2014
34261	51	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	52	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	53	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80327	54	Reinforcement Bars	Nov. 1, 2013	
80283	55	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	56	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
* 80344	57	Rigid Metal Conduit	Aug. 1, 2014	
80307	58	Seeding	Nov. 1, 2012	
* 80340	59	Speed Display Trailer	April 2, 2014	
80339	60	Stabilized Subbase	April 1, 2014	
80127	61	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	62	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	63	Tracking the Use of Pesticides	Aug. 1, 2012	
80333	64	Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	65	Training Special Provisions	Oct. 15, 1975	
80318	66	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80345	67	Underpass Luminaire	Aug. 1, 2014	
* 80346	68	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	
80288	69	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	70	Weekly DBE Trucking Reports	June 2, 2012	
80289	71	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	72	Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80309	Anchor Bolts	Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer	Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Movable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro-Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance – Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012
80224	Restoring Bridge Approach Pavements Using High-Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

## CONTRACT

This Contract made this 13th day of October 2014 between the Village of Brookfield, the "Department," and Hydro-Vision Technology, LLC, the "Contractor," for the Village of Brookfield 2014 Sewer Cleaning and Televising Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

### **Village of Brookfield 2014 Sewer Cleaning and Televising Project**

in strict compliance with Notice to Bidders and Invitation for Bids, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

B. **Contract Time.** The Contractor shall complete the Work within **forty-five (45) calendar days** after the issuance of by the Village of a Notice of Award, unless an extension of time is granted in accordance with the Specifications.

C. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).



The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

**3. Assignment of Contract.** The Contract shall be deemed to be exclusive between Department and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

**4. Contractor Record Retention.** The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all Subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

**5. Notices.** Written notices between Department and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

Hydro-Vision Technology, LLC  
1593 Aster Drive  
Romeoville, IL 60446  
Attn: Nicholas K. Worley, Member

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) \_\_\_\_\_
- (b) Notice to Contractors
- (c) Project Description
- (d) Instructions to Bidders
- (e) Bidder's Certification
- (f) Proposal
- (g) Contract
- (h) Contract Bond
- (i) Standard Specifications
- (j) The *Standard Specifications for Road and Bridge Construction* adopted January 1, 2012, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, and revised January 1, 2014; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2014, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-7 "Wages of Employees on Public Works" and the "Manual for Test Procedures for Materials," January 1, 2012, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (k) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")

- (l) The *Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago*, adopted October, 2013, and all revisions thereto.
- (m) Supplemental Specifications
- (n) Special Provisions
- (o) Check Sheet for Recurring Special Provisions
- (p) Bureau of Design and Environment Special Provisions Check Sheet
- (q) Attachments
- (r) Cook County, Illinois Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Contract documents (j), (k) and (l), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (j) may be obtained from the Illinois Department of Transportation.  
See <http://www.idot.illinois.gov>.

Contract document (k) may be obtained from the Illinois Society of Professional Engineers.  
See <http://www.illinoisengineer.com>

Contract document (l) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago  
See <https://www.mwrd.org/irj/portal/anonymous/managementordinance>

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: Hydro-Vision Technology, LLC

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President

By: \_\_\_\_\_  
Nicholas K. Worley, Member

Attest:

Attest:

By: \_\_\_\_\_  
Catherine Colgrass-Edwards, Village Clerk

By: \_\_\_\_\_  
Cassandra T. Worley, Member

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by Hydro-Vision Technology, LLC are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with Hydro-Vision Technology, LLC. The Village of Brookfield may terminate the contract if it is later determined that Hydro-Vision Technology, LLC rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Nicholas K. Worley, hereby certify that I am a Managing Member of Hydro-Vision Technology, LLC, and as such hereby represent and warrant to the Village of Brookfield, a unit of local government, that Hydro-Vision Technology, LLC, its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and directors are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, Hydro-Vision Technology, LLC hereby represents and warrants to the Village of Brookfield, that:

- (A) Hydro-Vision Technology, LLC has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) Hydro-Vision Technology, LLC has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (B) Hydro-Vision Technology, LLC has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- C) Hydro-Vision Technology, LLC, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (D) No Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five

percent (5%) of Hydro-Vision Technology, LLC in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;

- (E) No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Hydro-Vision Technology, LLC in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and
- (F) Hydro-Vision Technology, LLC has not given to any officer or employee of Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.
- (G) Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by Hydro-Vision Technology, LLC or term or condition in this contract changes, Hydro-Vision Technology, LLC shall notify the Village of Brookfield in writing within seven (7) days.

Dated: \_\_\_\_\_, 2014 Contractor: Hydro-Vision Technology, LLC

By: \_\_\_\_\_  
Nicholas K. Worley, Managing Member

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF COOK       )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Nicholas K. Worley, known to me to be a Managing Member of Hydro-Vision Technology, LLC, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/ executed the foregoing certification as his free act and deed.

Dated : \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1 <input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts (Eff. 2-1-69)(Rev. 1-1-10)	149
2 <input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	152
3 <input type="checkbox"/>	EEO (Eff. 7-21-78) (Rev. 11-18-80)	153
4 <input type="checkbox"/>	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	163
5 <input type="checkbox"/>	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	168
6 <input type="checkbox"/>	Asbestos Bearing Pad Removal (Eff. 11-1-03)	173
7 <input type="checkbox"/>	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	174
8 <input type="checkbox"/>	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	175
9 <input type="checkbox"/>	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	176
10 <input type="checkbox"/>	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	179
11 <input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	182
12 <input type="checkbox"/>	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	184
13 <input type="checkbox"/>	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	188
14 <input type="checkbox"/>	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	190
15 <input type="checkbox"/>	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	191
16 <input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	193
17 <input type="checkbox"/>	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	194
18 <input type="checkbox"/>	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	196
19 <input type="checkbox"/>	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	197
20 <input type="checkbox"/>	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	198
21 <input type="checkbox"/>	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	202
22 <input type="checkbox"/>	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	204
23 <input type="checkbox"/>	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	206
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25 <input type="checkbox"/>	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	209
26 <input type="checkbox"/>	English Substitution of Metric Bolts (Eff. 7-1-96)	210
27 <input type="checkbox"/>	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	211
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29 <input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	213
30 <input type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	216
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32 <input type="checkbox"/>	Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	240
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34 <input type="checkbox"/>	Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	243
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36 <input type="checkbox"/>	Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12)	264
37 <input type="checkbox"/>	Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12)	275
38 <input type="checkbox"/>	Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14)	285
39 <input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12)	286

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
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LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	291
LRS 3	<input type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10).....	292
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07).....	293
LRS 5	<input checked="" type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	294
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	295
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LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	308
LRS 10	<b>Reserved</b> .....	309
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99).....	310
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-14).....	312
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12).....	314
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09).....	315
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# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING Monday, October 13, 2014

7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

### AGENDA

- A. **Discussion** – Brookfield Bridge Replacement
- B. **Discussion** – Preliminary 2015 Street Improvement
- C. **Discussion** – Cook County Health Inspection Renewal
- D. **Discussion** – Brookfield Bank Policy
- E. **Discussion** – Building Code Update, continued
- F. **Discussion** – Gun Range
- G. **Discussion** – Cook County Mitigation Plan
- H. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- I. **Adjournment**

VILLAGE PRESIDENT  
Kit P. Ketchmark

VILLAGE CLERK  
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES  
Ryan P. Evans  
Michael J. Garvey  
Nicole M. Gilhooley  
C.P. Hall, II  
Brian S. Oberhauser  
Michelle D. Ryan

VILLAGE MANAGER  
Keith R. Sbiral

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

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ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.





## COMMITTEE ITEM MEMO

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ITEM: BROOKFIELD AVENUE BRIDGE CONDITION REPORT  
COMMITTEE DATE: October 13, 2014  
PREPARED BY: Dan Kaup, Public Works Director  
PURPOSE: Bridge Replacement  
BUDGET AMOUNT: 2015 \$18,000  
2016 \$25,000  
2017 or later \$266,000

---

### BACKGROUND:

In April 2014, staff retained the services of Ciorba Group consulting engineers to perform a field scour assessment of the Brookfield Avenue bridge. This work was performed after staff had noticed an increase in surface scarification and deterioration of the concrete pillars and bridge decking over the past few years. Although the deck of the bridge was replaced in 1986, the substructure base and pillars are original to the placement of the bridge in 1916.

The analysis detailed in the attached report shows that the condition of the bridge has deteriorated since the last inspection. Going forward, Brookfield has two options to remedy the condition of the bridge. The first is to replace the entire bridge at a total cost for construction and engineering of \$1.5 million. Brookfield will be eligible for Federal funding for this project for 80% of the total project cost, leaving the Village to pay \$309,000.

The second option is to rehabilitate the bridge through structural repairs to extend the useful life of the structure. Ciorba estimates that this project will cost the Village \$260,000. This work is not eligible for Federal funding, and will limit future access to Federal money.

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### ATTACHMENTS:

1. Bridge assessment and scour inspection report

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### STAFF RECOMMENDATION:

Based on the above information, staff recommends replacement of the bridge at a total budget cost to the Village of \$309,000. The substructure is almost 100 years old, is ending its useful life cycle, and the two project costs are close to enough to warrant complete replacement rather than a repair.

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### REQUESTED COURSE OF ACTION:

Staff requests that the Board of Trustees authorize the Village Manager to use a qualifications-based selection process for Phase I engineering design services for the Brookfield Avenue bridge replacement project.



**CIORBA GROUP** | Consulting Engineers

Quality Engineering Services for the Community

**Brookfield Avenue Bridge over Salt Creek**

**Structural Number: 016-6665**

**Bridge Inspection and Scour Assessment**

*Report Prepared for*



**The Village of Brookfield**



## Field Scour Assessment of Brookfield Avenue Bridge over Salt Creek

### INTRODUCTION

Ciorba Group conducted a structural inspection and a Field Scour Assessment of the Brookfield Avenue Bridge over Salt Creek on April 14, 2014, with a follow-up visit on May 5, 2014. The bridge is a two-span Precast Prestressed Concrete (PPC) Deck Beam structure that carries one lane in each direction and a sidewalk at the north side of the bridge. Record plans show the abutments to be on spread footings and the central pier on pile. Type and capacity of the piles are not indicated on the plans. The bridge is oriented in the east-west direction and is in downtown Brookfield close to the Village Hall. A pedestrian bridge and a railroad bridge run over the same creek parallel to the bridge on the south side of it. The bridge currently has a Sufficiency Rating of 61.2 and is not eligible for federal funding for rehabilitation or replacement. However, the bridge is currently load-posted because of the overall condition of the deck beams and subject to special feature inspection because of cracks in the cantilevered pier caps at the west abutment and pier, which support an edge beam on the North side.

A scour evaluation performed in 1997 indicated that the structure is not scour sensitive and has a rating of 8. A scour plan of action is required when the rating drops to 7. A rating of 8 is defined as: "Bridge foundation determined to be stable for the assessed or calculated scour conditions." Ciorba Group also performed a bridge and channel inspection and a qualitative scour analysis and discussed the project with the Illinois Department of Transportation Bureau of Bridges and Structures (BB&S).

### FIELD OBSERVATIONS

During the Field Scour Assessment, depth measurements were taken along the east and west face of the center pier and along the west face of the east abutment wall. Ciorba reviewed the inspection reports prepared in May 2013 and the additional field data collected in August 2013 by Hancock Engineering. Our goal was to identify the changes over time in the scour depths.

At the bridge substructure, the water flow of Salt Creek is not parallel to the orientation of the center pier and abutments. Because of the channel configuration and collection of debris (see Figure 1) at the pier and at the east span caused by the pier orientation, the flow is currently mostly restricted to the span between the west abutment and the west face of the center pier.

Our field assessment shows that streambed elevations along the east face of the pier measured from the top of water ranged from 1.6' near the downstream end of the pier to 4.8' at the upstream end of the pier. Along the west face, measurements range from 4.0' to 4.5' along the length of the pier.

When compared to the notes from the August 2013 measurements, the depths at the west face of the center pier appeared to remain relatively similar. However, the scour at the upstream end of the east face of the center pier has increased since the August 2013 inspection. The table below shows the differences in measurements between the 2013 and 2014 inspections. Elevations are from top of water elevation, which was at 607.2 in August 2013 (Hancock field assessment) and at 607.6 in April/May 2014 (Ciorba field assessment).





Location at Face of Pier		August-2013		April/May-2014	
		from W.El. 607.2	Surveyed El	from W.El. 607.6	Surveyed El
East Face	Upstream End	3.5	604.0	4.8	602.8
	Center	1.4	606.1	1.6-2.9	606.0/604.7
	Downstream End	2.8	604.7	2.5	605.1
West Face	Upstream End	4.5	603.0	4.0	603.6
	Center	4.6	602.9	4.4-4.5	603.2/603.1
	Downstream End	4.8	602.7	4.5	603.1

At the east face of the pier, we observed some upstream side degradation with aggradation at the downstream side. The angle of the pier with respect to the flow direction causes eddies at the upstream nose of the pier with silt transport during stronger flows. Based on the record plans available, the pier is on piles and no pile elevations are available, however our field observation did not show any pile exposure. We did not notice significant changes in elevations at the abutments.

In addition to scour measurements, Ciorba staff conducted a full bridge inspection. According to the IDOT Master Structure Report, the previous inspection was performed in December 2013. Based on our inspection, we believe that some of the current ratings shown in IDOT's database should be downgraded. The deck and superstructure are currently rated in fair condition with a rating of "5". The PPC deck beams are showing signs of continued deterioration that includes spalling at the bottom edges of beams with strand and stirrup exposure (see Figure 2). It appears that water easily infiltrates to the underside of the deck beams through gaps in-between beams (see Figure 3) as the result of failure of the transverse ties. Due to the high stresses in the prestress reinforcement, corrosion happens at an accelerated rate and the beams can deteriorate rapidly if not addressed. We recommend downgrading the rating of the deck and superstructure to a "4", poor condition.

The substructure also shows a large areas spalled (see Figure4) or delaminated (see Figure 5). The pier and abutments are the original substructure from 1916 and were widened during the rehabilitation in 1986. The pier and abutment caps were rebuilt at this time to accommodate the superstructure widening for the new sidewalk and are cantilevered to the north side. Currently the substructure is rated at "5". There are 0.04-inch (1 mm) wide transverse cracks at the top of the cantilevers in the pier and west abutment (see Figure 6). The cracks are in the tension area and are monitored as part of the special feature inspection currently required for this structure on a yearly basis. These cracks are most likely a result of water penetrating through the superstructure at the expansion joints and deteriorating the tops of the substructure (see Figure 7). The amount of reinforcement bar corrosion is hard to detect as the cracks are directly under the beams. Because of these cracks in non-redundant elements and the condition of the pier and abutments, we recommend downgrading the substructure to a rating of "4", poor condition.



We performed a preliminary evaluation of the sufficiency rating for this structure: a downgrade in the rating of the deck and superstructure and/or the substructure will cause the Sufficiency Rating to go below 50, which will make the bridge eligible for federal funding for replacement.

On June 6, 2014 we called IDOT BB&S and discussed the project with Matt Humke from the IDOT Local Bridge Unit. Mr. Humke confirmed that IDOT main concerns are the condition of the deck beams and the cracks in the cantilevered pier and abutment cap. He also agreed that the bridge is a clear candidate for a federally funded replacement through the STP-BR program.

### QUALITATIVE SCOUR ANALYSIS

In order to determine the potential for additional scour, a qualitative scour evaluation was conducted. Flow rates, soil types, and channel velocities in the area around the Brookfield Avenue bridge were investigated. According to the Soil Survey of Cook County, Illinois, the predominant soil type adjacent to Salt Creek is Martinton silt loam. The limiting velocity for a channel with silty loam soils is 2-3 ft/s. No information was available about the nature of soils and depth of strata at the substructure at this specific location.

During a site visit on May 5, 2014, we surveyed a cross section directly upstream of the Brookfield Avenue Bridge. Using this cross section and flow rates obtained from the FEMA FIS study, an average velocity for the 10, 50, 100, and 500 year flood events could be determined. As shown in the table below, the velocities for the 50, 100, and 500 year flood events are all greater than the limiting velocity for the soil type. Therefore, it is expected that soil erosion will continue at the site.

Flood Event	Velocity
10 year	2.84 ft/s
50 year	3.07 ft/s
100 year	3.08 ft/s
500 year	3.42 ft/s

### POTENTIAL PIER SCOUR

Based on the field assessment, it appears that the observed scour is more critical around the pier. Therefore, potential pier scour was calculated based on the equations outlined in the IDOT drainage manual in order to get an estimate of the maximum depth of scour anticipated over time. These calculations do not account for degradation and general scour and are not based on detailed hydraulic modeling and analysis.

Equation 10-8 in the IDOT Drainage Manual predicts maximum pier scour depths. Assumptions made for this calculation are listed below. The calculation was performed for the 100 year event:

$$\frac{y_s}{a} = 2.0K_1K_2K_3K_4 \left(\frac{y_1}{a}\right)^{0.35} Fr_1^{0.43}$$

Assumptions:

$$a = 2$$

$$K_1 = 1.1$$

$$K_2 = 2.75 (L/a=8, \text{ angle} = 30)$$

$$K_3 = 1.1$$

$$K_4 = 1.0$$

$$Y_1 = 13.59$$





$$Fr_1 = 0.18$$

Based on this methodology and conservative assumptions on the nature of soils, the estimated local scour at the pier is 12.5'.

#### Scour Countermeasures

We assessed only limited scour at the Brookfield Avenue Bridge, compared with the estimated scour supported by the preliminary calculations. As part of our scope of work, we analyzed potential ways of limiting scour at the bridge. We identified countermeasures that the Village can install to mitigate current scour and prevent future scour if they decide to rehabilitate the bridge and maintain it.

Armoring countermeasures, such as riprap, resist the erosive forces of the flow of water. The scour around the pier could be mitigated by the installation of riprap around the pier. A hydraulic analysis was performed based on the methodology outlined in Chapter 11 of the IDOT Drainage Manual for Local Scour Armoring with Rock Riprap at Piers. The inputs and resulting values for the sizes ( $d_{50}$ ,  $d_{max}$ ) of riprap and equivalent weight of stone ( $W$ ,  $W_{max}$ ) have been summarized in the following table.

Flood Event	Channel Velocity	Local Scour Velocity	$d_{50}$ (ft)	$d_{max}$ (ft)	$W$ (lb)	$W_{max}$ (lb)	Gradation No.
10 year	2.84 ft/s	8.21 ft/s	0.45	0.90	12	97	RR 3
50 year	3.07 ft/s	8.87 ft/s	0.53	1.06	19	154	RR 4
100 year	3.08 ft/s	8.90 ft/s	0.53	1.06	20	157	RR 4
500 year	3.42 ft/s	9.88 ft/s	0.65	1.30	37	293	RR 5

The IDOT Drainage Manual recommends a riprap mat that extends horizontally at least 2 times the width of the pier or 10 feet, whichever is greater, with the top of the mat level with the streambed. The minimum thickness of the riprap armoring is recommended at 4.5 times  $d_{50}$  value when under water, plus an additional filter bedding of 6 inches. For the 100-year flood event, the proposed design would include a 10-foot wide by 3-foot deep armoring cross section of RR4 riprap on both sides of the abutment, and extending 10 feet upstream and downstream. This equates to 131 cubic yards or approximately 200 tons of riprap.

Although actual geometry of the installation will vary in depth and width based upon the actual scour volumes at the time of the installation, the IDOT methodology provides a good estimate for the volume requirements of the riprap. No dredging has been proposed to create typical geometry adjacent to the pier. It is recommended that the riprap is dumped and used to fill existing voids up to the streambed elevation.

An Opinion of Cost associated with this approach is reported in Exhibit 1 combined with a cost estimate for bridge repairs. Temporary cofferdams will be needed to isolate the east and west sides of the pier during the installation of the rip rap.

River training structures are another optional consideration. River training structures modify the stream flow at a particular location in a river reach. The water flow at Brookfield Avenue Bridge is affected by the orientation of the center pier and abutments. The elements of the substructure are not directed parallel to the flow. A transverse structure such as a spur or rock vane may be used to help direct flow in a more parallel direction to the bridge substructure. When designing transverse structures, stream banks may also need to be stabilized to prevent any adverse impacts on adjacent properties.



## CONCLUSIONS AND RECOMMENDATIONS

### Bridge Condition

Based on our inspection we would recommend lowering the condition rating of deck, superstructure and substructure from "5" to "4". IDOT BB&S confirmed that the main areas of concerns are the condition of the deck beams, which is the reason why the bridge is currently load-posted, and the cracked cantilever pier cap, which is the reason why a special feature inspection is in place for this bridge other areas of the substructure are also deteriorated.

### Scour

Based on our inspection, we confirm the current rating of "8" for scour sensitivity. The assessed channel bottom is above top of footing, and there is less than six feet of scour at the pier location. Currently the substructure provides adequate support. A geotechnical boring at the pier and a hydraulic model will be required to provide a better assessment of the scour elevation. Based on the preliminary calculation of the scour elevation and some assessed minor scour effects at the pier, we recommend monitoring the bridge for scour independently from the selected course of action.

### Potential Alternates

#### *Option 1 – Federally funded replacement*

Based on the preliminary condition assessment and our engineering analysis Ciorba Group recommends updating the IDOT inspection forms based on the ratings indicated above. Once the forms are updated in the NBIS database, the Brookfield Avenue Bridge will qualify for STP-BR federal funds for replacement based on the revised sufficiency rating. The Village of Brookfield can apply with IDOT for funding that will cover 80% of the total cost for construction and engineering (Phase I, II and III). The remainder 20% percent will be Village responsibility. Design could start as soon as 2015 and completed in 2016, construction can be completed in one construction season in 2017 timed to minimize traffic disruption. In the case of complete replacement, the total cost for construction, design and construction engineering will be approximately \$1.5 million of which the Village will be responsible for \$309,000 over three years. We are also including some contingency for streetscaping and lighting improvements. The replacement will eliminate scour issues and could be an integral abutment single span bridge with no joints and no pier in the creek. The new structure will have a much lower maintenance cost. The existing bridge will continue to be monitored until construction starts. Based on our preliminary observation and the required size of the bridge opening a single span concrete superstructure seems feasible.

#### *Option 2 – Village funded bridge rehabilitation and scour countermeasures*

Rehabilitation measures include scour protection and structural repairs that may extend the life of the bridge. A detailed hydraulic analysis may be completed to determine the total scour potential, which will require a geotechnical boring to sample the soil in the streambed and a model to more accurately determine scour depth and adequate countermeasures. With regard to the structural repairs, they will include joint replacement, strengthening of the cantilever section of the pier and abutments, structural repair of concrete at the pier and abutment, repair to the sidewalk concrete and removal and replacement of the bituminous overlay at the bridge. The main goal of such rehabilitation is to extend the life of the deck beams by reducing the source of corrosion. Unfortunately patching of the spalled section of the bottom of the deck beams is not an effective way of rehabilitating the beams. Replacement of deteriorated beams is used for deck beam bridges when corrosion is more advanced only for a limited number of beams. Based on our observation of the Brookfield Avenue bridge, corrosion has initiated on several beams and we do not recommend pursuing any partial or complete replacement of the existing superstructure. The total cost of the rehabilitation as described is \$260,000. The proposed rehabilitation if funded by the Village can be completed as soon as 2015 and will extend the life of the bridge, however it will not eliminate the root cause of the load-posting as it relates to the





current condition of the deck beams. IDOT may release the special feature inspection if the cantilever cracks are fixed. The proposed scour countermeasure will attenuate scour even though the channel could continue to flow mostly on one side of the bridge and the orientation of the pier will still cause debris collection and potential aggradation/degradation in the channel due to eddies.

#### Final Recommendation

**Ciorba Group recommends Option 1.** Option 2 will extend the life of the bridge, but will limit future access to federal funds without entirely eliminating the problems that the bridge is currently experiencing. It is also important to notice that the substructure will be approaching the 100 year life mark and potentially the end of its life cycle.

The work described in Option 1 will have to be processed through IDOT and can be completed by 2017 including all necessary reviews and approvals that will have to be completed by IDOT. For budgeting purposes, the Village of Brookfield projected expenditures are indicated in the table below.

<b>Village of Brookfield</b> Cost per year	Year 2014	Year 2015	Year 2016	Year 2017	Total
<b>Option 1 - Replacement with STP- BR Funding</b>	\$ -	\$ 18,000.00	\$ 25,000.00	\$266,000.00	<b>\$309,000.00</b>
<b>Option 2 - Rehabilitation</b>	\$15,000.00	\$245,000.00	\$ -	\$ -	<b>\$260,000.00</b>

Ciorba Group is experienced in the entire process of federally funded bridge improvement and can assist the Village with securing the funds and with the engineering for preliminary and final design and construction assistance.





*Figure 1. Debris at pier.*



*Figure 2. Corrosion with strand and rebar exposure.*



*Figure 3. Deck beam deterioration.*



*Figure 4. Spalling at pier.*





*Figure 5. Delamination at abutment.*



*Figure 6. Crack at cantilevered support.*



*Figure 7. Cracked cantilevered pier cap.*

### Exhibit 1 - Cost Estimates

#### Option 1 Complete Replacement Cost Estimate

Proposed single span integral abutment, concrete superstructure

Cost includes 3% inflation

Item	Year	Total Cost	Village Share 20%
Engineering Phase I	2015-16	\$ 105,000.00	\$ 21,000.00
Engineering Phase II	2016-17	\$ 110,000.00	\$ 22,000.00
<b>Construction Cost (on a per sft basis including contingency)</b>	<b>2017</b>	<b>\$ 1,210,000.00</b>	<b>\$ 242,000.00</b>
Engineering Phase III	2017	\$ 120,000.00	\$ 24,000.00
	<b>Total</b>	<b>\$ 1,545,000.00</b>	<b>\$ 309,000.00</b>
	Federal Participation (80%)	\$ 1,236,000.00	

#### Option 2 Rehabilitation Cost Estimate

Structural Concrete repair of abutment/pier

Joint Replacement

Overlay replacement

Fiberwrap cantilever section

Scour countermeasures

Item	Unit	Quantity	Unit Cost	Total Cost
Stone Riprap CL A4	TON	200	\$ 100.0	\$ 20,000.00
Dewatering / Erosion Control	L SUM	1	\$ 25,000.0	\$ 25,000.00
Structural Repair of Concrete (Depth <= 5")	SF	380	\$ 200.0	\$ 76,000.00
HMA Surface Removal (Deck)	SY	320	\$ 25.0	\$ 8,000.00
Waterproofing Membrane System	SY	320	\$ 25.0	\$ 8,000.00
HMA Surface Course, Mix D, N50	TON	30	\$ 200.0	\$ 6,000.00
Fiberwrap repair	L SUM	1	\$ 10,000.0	\$ 10,000.00
Silicone Joint Sealer, 1.5"	FT	40	\$ 50.0	\$ 2,000.00
Polymer Concrete	CF	5	\$ 1,000.0	\$ 5,000.00
Miscellaneous Items	L SUM	1	\$ 10,000.0	\$ 10,000.00
Traffic Control and Protection	L SUM	1	\$ 10,000.0	\$ 10,000.00
Mobilization	L SUM	1	\$ 12,000.0	\$ 15,000.00
	Subtotal		\$	195,000.00
	Contingency		\$	25,000.00
	<b>Total Construction</b>		<b>\$</b>	<b>220,000.00</b>
	Engineering (Design & Contract Documents)		\$	20,000.00
	Engineering (Construction)		\$	20,000.00
	<b>Total</b>		<b>\$</b>	<b>260,000.00</b>



## COMMITTEE ITEM MEMO

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**ITEM:** 2015 STREET REPLACEMENT PROJECT  
**COMMITTEE DATE:** October 13, 2014  
**PREPARED BY:** Dan Kaup, Public Works Director   
**PURPOSE:** Staff recommendation for street improvements  
**BUDGET AMOUNT:** \$1.5 Million

### BACKGROUND:

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Village staff has met over the past months to discuss the 2015 street replacement project as outlined in the Capital Improvement Plan. The attached letter from Hancock Engineering details the staff recommendation for 2015 street replacement, as well as a cost estimate of the project. The recommended streets are Riverside Avenue from Hollywood Avenue to the east limit of the Village, Jackson Avenue from Maple Avenue to Prairie Avenue, and Sahler Avenue from Eberly Avenue to Deyo Avenue.

Also, staff has identified two additional streets that have a pavement rating of "1" that could be included in the project, should the initial bid costs be lower than the draft budget amount of \$1,407,400. These additional streets include Forest Avenue from 30<sup>th</sup> Street to 29<sup>th</sup> Street and 29<sup>th</sup> Street from Prairie Avenue to Forest Avenue.

Staff recommends completing engineering for these additional streets in an effort to be prepared to expand the 2015 project should bid results warrant additional work.

### ATTACHMENTS:

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1. Letter from Hancock Engineering, dated October 6, 2014
2. Preliminary cost estimate spreadsheet

### STAFF RECOMMENDATION:

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Staff recommends the Village Board adopt the attached recommendations for the 2015 street improvement project.

### REQUESTED COURSE OF ACTION:

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The Board of Trustees direct Village staff include the proposed budgetary estimates in the 2015 preliminary budget draft. Staff will return to the Board of Trustees in 2015 to retain engineering services to design the street replacement program, and solicit bids for the construction of the streets prior to the 2015 construction season. If the base bid for the improvements is sufficiently below the budget estimate staff will seek additional approval to include the additional street work at that time.



October 6, 2014

Mr. Keith Sbiral  
Village Manager  
Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513

**Re: 2015 Street Improvements Project  
Preliminary Estimate of Costs**

Dear Keith:

We have met with village staff to discuss and review the remaining sections of street that received a Pavement Condition Rating of 1 in the 2013 Street Survey and we are recommending that the following sections of street be considered for inclusion in the 2015 Street Improvements Project.

<u>Street</u>	<u>Limits of Improvement</u>
Riverside Drive	(Hollywood Avenue to East Village Limit)
Jackson Avenue	(Maple Avenue to Prairie Avenue)
Sahler Avenue	(Eberly Avenue to Deyo Avenue)
Forest Avenue	(30 <sup>th</sup> Street to 29 <sup>th</sup> Street)
29 <sup>th</sup> Avenue	(Prairie Avenue to Forest Avenue)

### Scope of Improvements

The scope of work on these streets would include:

- Replacing deteriorated sections of the mainline combined sewer
- Repairing or replacing deteriorated drainage structures
- Replacing deteriorated sections of curb and gutter
- Installing handicap accessible sidewalk ramps at intersections and alley returns
- Replacing driveway aprons that are disturbed by construction
- Full pavement reconstruction on Jackson Avenue
- Patching failed areas of pavement
- Milling and resurfacing the pavement with hot-mix asphalt
- Restoring disturbed areas of the parkways with sod

**Preliminary Estimate of Costs**

Our preliminary estimate of costs for these improvements is:

Construction	\$ 1,503,200.00
Engineering	<u>\$ 225,500.00</u>
Total Cost	\$ 1,728,700.00

The design of the improvements would take approximately three (3) months to complete. If we receive authorization to begin field work on the streets in November 2014, bidding documents including the plans, specifications, and bid proposal could be completed by mid-February and bids could be received in March 2015. This would allow construction to begin in early April 2015. We anticipate that it will take approximately 3 - 4 months to complete the construction of these improvements.

We have included the following attachment.

1. Preliminary Estimate of Costs for Streets with a Pavement Condition Rating of 1 (with Funding Breakdown)

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

**EDWIN HANCOCK ENGINEERING CO.**

  
Derek Treichel, P.E., CFM

cc: Mr. Dan Kaup, Director of Public Works



**VILLAGE OF BROOKFIELD**  
**2015-2017 STREET IMPROVEMENTS PROJECT**  
**STREETS WITH A PAVEMENT CONDITION RATING OF 1**  
**PRELIMINARY ESTIMATE OF CONSTRUCTION COSTS**  
**FUNDING BREAKDOWN**  
**JULY 14, 2014**

Street Name	Limits	Length (FT)	Width (FT)	Pavement Condition Rating	Street Improvements (2013 Street Survey)	Roadway Portion of Street Improvements (85%)	Sewer Portion of Street Improvements (15%)	Mainline Sewer Repair	Total Sewer Fund Cost	Total Construction Cost	Engineering	Engineering (Roadway)	Engineering (Sewer)	Total Project Cost	Total Project Cost (Roadway)	Total Project Cost (Sewer)
<b>2015 Street Improvements Project</b>																
Riverside Drive	Hollywood Avenue - East Village Limit	950'	22'	1	\$149,800.00	\$127,330.00	\$22,470.00	\$12,700.00	\$35,170.00	\$162,500.00	\$24,400.00	\$19,119.09	\$5,280.91	\$186,900.00	\$146,449.09	\$40,450.91
Jackson Avenue	Maple Avenue - Prairie Avenue	1,931'	22'	1	\$750,000.00	\$637,500.00	\$112,500.00	\$179,800.00	\$288,300.00	\$925,800.00	\$138,900.00	\$95,645.66	\$43,254.34	\$1,064,700.00	\$733,145.66	\$331,554.34
Sahler Avenue	Eberly Avenue - Deyo Avenue	950'	27'	1	\$135,500.00	\$115,175.00	\$20,325.00	\$0.00	\$20,325.00	\$135,500.00	\$20,300.00	\$17,255.00	\$3,045.00	\$155,800.00	\$132,430.00	\$23,370.00
		3,847'			\$1,035,300.00	\$880,005.00	\$155,295.00	\$188,500.00	\$343,795.00	\$1,223,800.00	\$183,600.00	\$132,019.75	\$51,580.25	\$1,407,400.00	\$1,012,024.75	\$395,375.25
<b>2016 Street Improvements Project</b>																
Sunnyside Avenue	Bartlett Avenue - 27th Street	1,015'	30'	1	\$242,300.00	\$205,955.00	\$36,345.00	\$253,700.00	\$290,045.00	\$496,000.00	\$74,400.00	\$30,893.25	\$43,506.75	\$570,400.00	\$236,848.25	\$333,551.75
Forest Avenue	30th Street - 29th Street	670'	30'	1	\$141,000.00	\$119,850.00	\$21,150.00	\$55,100.00	\$76,250.00	\$196,100.00	\$29,400.00	\$17,968.33	\$11,431.67	\$225,500.00	\$137,818.33	\$87,681.67
29th Avenue	Prairie Avenue - Forest Avenue	365'	30'	1	\$83,300.00	\$70,805.00	\$12,495.00	\$0.00	\$12,495.00	\$83,300.00	\$12,500.00	\$10,625.00	\$1,875.00	\$95,800.00	\$81,430.00	\$14,370.00
Sunnyside Avenue	Monroe Avenue - Jackson Avenue	600'	22'	1	\$188,000.00	\$159,800.00	\$28,200.00	\$201,100.00	\$229,300.00	\$389,100.00	\$58,400.00	\$23,984.37	\$34,415.63	\$447,500.00	\$183,784.37	\$263,715.63
Sunnyside Avenue	Jackson Avenue - 31st Street	1,200'	22'	1	\$324,000.00	\$275,400.00	\$48,600.00	\$47,500.00	\$96,100.00	\$371,500.00	\$55,700.00	\$41,291.47	\$14,408.53	\$427,200.00	\$316,691.47	\$110,508.53
Vernon Avenue	Monroe Avenue - Jackson Avenue	600'	22'	1	\$188,000.00	\$159,800.00	\$28,200.00	\$212,800.00	\$241,000.00	\$400,800.00	\$60,100.00	\$23,962.03	\$36,137.97	\$460,900.00	\$183,762.03	\$277,137.97
Vernon Avenue	Jackson Avenue - Garfield Street	500'	22'	1	\$167,000.00	\$137,700.00	\$24,300.00	\$86,900.00	\$111,200.00	\$248,900.00	\$37,300.00	\$20,635.64	\$16,664.36	\$286,200.00	\$158,335.64	\$127,864.36
		5,050'			\$1,328,600.00	\$1,129,310.00	\$199,290.00	\$857,100.00	\$1,056,390.00	\$2,185,700.00	\$327,800.00	\$169,360.09	\$158,439.91	\$2,513,500.00	\$1,298,670.09	\$1,214,829.91
<b>2017 Street Improvements Project</b>																
Raymond Avenue	Jackson Avenue - 31st Street	1,198'	22'	1	\$279,300.00	\$237,405.00	\$41,895.00	\$2,800.00	\$44,695.00	\$282,100.00	\$42,300.00	\$35,598.13	\$6,701.87	\$324,400.00	\$273,003.13	\$51,396.87
Garfield Avenue	Grand Boulevard - Maple Avenue	1,933'	25'	1	\$438,100.00	\$372,385.00	\$65,715.00	\$77,000.00	\$142,715.00	\$515,100.00	\$77,300.00	\$55,893.05	\$21,416.95	\$592,400.00	\$428,268.05	\$164,131.95
Congress Park	Eberly Avenue - Raymond Avenue	1,268'	36'	1	\$288,400.00	\$269,140.00	\$118,260.00	\$137,100.00	\$250,360.00	\$970,500.00	\$138,100.00	\$100,539.20	\$37,560.80	\$1,058,600.00	\$720,679.20	\$337,920.80
		4,399'			\$1,505,800.00	\$1,279,930.00	\$225,870.00	\$211,900.00	\$437,770.00	\$1,717,700.00	\$257,700.00	\$192,020.38	\$65,679.62	\$1,975,400.00	\$1,471,950.38	\$503,449.62

Note: Street Improvement costs include costs for drainage structure repairs and/or replacement which amounts to approximately 15% of the Street Improvement costs.



## COMMITTEE ITEM MEMO

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**ITEM:** Intergovernmental Agreement Renewal

**COMMITTEE DATE:** October 13, 2013

**PREPARED BY:** Heather Milway, Village planner

**PURPOSE:** Agreement for the continuation of Environmental Health Inspections.

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

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The Village has the option to renew the agreement for the Cook County Department of Public Health to continue health inspection services by the County. The Village has participated in this program for seven years.

This program has been very successful and has been reviewed by other municipalities and duplicated for its effectiveness in service delivery. Please note the Village could consider contracting with another firm or bringing health inspections in-house. Staff believes both of these options would come at considerable additional cost to the Village. If the board wishes to review these options, additional information can be requested at the Committee of the Whole meeting and staff will present options at a future meeting.

STAFF WILL DISCUSS THE CURRENT PROCESS AND EFFECTIVENESS AT THE COMMITTEE MEETING.

**ATTACHMENTS:**

- 
1. Draft Agreement.

**STAFF RECOMMENDATION:**

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Staff recommends the Village Board discuss and recommend the continuation of the program. Staff will briefly present the details of the program.

**REQUESTED COURSE OF ACTION:**

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A resolution adopting the Agreement will be placed on the Board of Trustees Agenda for October 27, 2014.

## **INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2014 by and between the Village of Brookfield, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

### **WITNESSETH:**

**WHEREAS**, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

**WHEREAS**, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

**WHEREAS**, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

**WHEREAS**, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

**WHEREAS**, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

**NOW THEREFORE**, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
  - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
  - c. Provide the **VILLAGE** with reports of inspections undertaken;
  - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
  - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
  - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
- a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
  - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
  - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2014 and shall continue through November 30, 2015 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village President, Village of Brookfield 8820 Brookfield Avenue, Brookfield, Illinois 60513.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

**IN WITNESS WHEREOF**, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

**VILLAGE OF BROOKFIELD**  
a municipal corporation

By: \_\_\_\_\_

Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

Dated:

**COUNTY OF COOK**, a body  
corporate and politic

\_\_\_\_\_

Dated

By: \_\_\_\_\_

Director, Cook County  
Department of Public Health




## COMMITTEE ITEM MEMO

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**ITEM:** Establishing an account with the Illinois Metropolitan Investment Fund, and approving authorized signers

**COMMITTEE DATE:** October 13, 2014

**PREPARED BY:** Doug Cooper, Finance Director 

**PURPOSE:** Establish a new depository for Village Funds, and authorize signers on the account

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

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Staff has been looking at additional depositories for Village funds in order to diversify its portfolio, as well as maximize return and reduce expenses. The Illinois Metropolitan Investment Fund (IMET) is a cooperative of municipal agencies investing funds in one pool. IMET is similar in many aspects to the Illinois Treasurer's Pool, but generally this funds sees a higher return. The IMET is governed by a board of trustees comprised of municipal officials.

There are two related documents which need approval by the Board of Trustees in order for the Village to become a member of the IMET:

1. Ordinance authorizing IMET as a designated depository for Village Funds, and
2. Resolution approving the Village President, Village Manager and Village Treasurer as authorized signers on the account.

### ATTACHMENTS:

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An Ordinance and related Resolution regarding the establishment of an account with the IMET, as well as some descriptive information on IMET.

### STAFF RECOMMENDATION:

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Approval of the attached ordinance and resolution.

### REQUESTED COURSE OF ACTION:

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Approval of both the Resolution and the Ordinance.




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You are here: [Home](#) > [About Imet](#) > [Why Invest IMET?](#)



## Why Invest in IMET?

By pooling the cash from many public entities into a single fund, IMET seeks to earn a higher return for its participants than could be achieved by individual investing. The combined purchasing power of IMET and its longer maturity structure benefits participants.

### The numerous other advantages of investing in IMET are:

- **Purchasing Power** - By pooling the cash from many public entities into a single fund, IMET seeks to earn a higher return for its participants than could be achieved by individual investing. The combined purchasing power of IMET and its longer maturity structure benefits participants.
- **Exceptional Quality** - [The IMET 1-3 Year Fund provides the highest U.S. Government Securities' rating](#) based on the very high quality and short-term maturity of the fund's portfolio, as well as for strong risk management and compliance oversight capabilities. The highly stable character of the fund's asset base, in addition to its stringent withdrawal restrictions, further contribute to the fund's ratings.
- **Government Backed Instruments** - Primary investments include U.S. Treasuries, agencies, agency mortgage pass-through securities and cash equivalents with maturities generally not exceeding five (5) years.
- **Liquidity** - Daily mark-to-market pricing, recommended for local government investment pools by the U.S. and Canadian Government Finance Officers Association, is conducted by IMET to keep participants constantly aware of the market value of the portfolio. Due to the intermediate-term maturity of IMET, the fund is designed for investments of longer than one year. Within this framework, participants are able to redeem investment shares with five business days notice to the IMET operations desk.
- **Results Oriented** - Funds are invested with the goal of meeting or exceeding the Barclay's Capital 1-3 Year Government Bond Index while maintaining preservation of principal and liquidity.
- **Unmatched Oversight** - IMET is governed by a [Board of Trustees](#) comprised of Illinois municipal officials representing the fund's investors. They meet monthly to review goals, objectives and the direction of the fund. Participants also benefit from an unqualified auditors opinion, as well as independent performance measurement by [Morgan Stanley Graystone Consulting](#) Group.
- **Approved for Operating and Pension Funds** - The [Illinois Department of Insurance](#) has approved IMET as an authorized investment for police and firefighter pension funds.
- **Excellent Service With Professional Management** - Custodial services are contracted with Harris Bank N.A. The strict investment guidelines adopted by the IMET Board of Trustees are adhered to by the investment professionals at [JP Morgan Asset Management](#).

### About IMET

#### Why Invest IMET?

#### Board of Trustees

#### Participants

#### Staff

#### Supporters

#### Events Calendar

#### Photo Gallery


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#### MEMBER COMMUNITIES

BELLWOOD  
BERKELEY  
BERWYN  
BROADVIEW  
BROOKFIELD  
CICERO  
COUNTRYSIDE  
ELMWOOD PARK  
FOREST PARK  
FOREST VIEW  
FRANKLIN PARK  
HARWOOD HEIGHTS  
HILLSDALE  
HOOVER  
INDIAN HEAD PARK  
LA GRANGE  
LA GRANGE PARK  
LEYDEN TOWNSHIP  
LYONS  
LYONS TOWNSHIP  
MAYWOOD  
MCCOOK  
MELROSE PARK  
NORRIDGE  
NORTHLAKE  
NORTH RIVERSIDE  
OAK PARK  
RIVER FOREST  
RIVER GROVE  
RIVERSIDE  
ROSEMONT  
SCHILLER PARK  
STICKNEY  
STONE PARK  
SUMMIT  
WESTCHESTER  
WESTERN SPRINGS  
WILLOWS SPRINGS  
ASSOCIATE MEMBERS  
CHICAGO ZOOLOGICAL SOCIETY  
TRITON COLLEGE  
MORTON COLLEGE  
PROVIDO TOWNSHIP  
NORWOOD PARK TOWNSHIP  
HIGHWAY DEPARTMENT  
STICKNEY TOWNSHIP  
BENSENVILLE  
ELMHURST  
OAKBROOK TERRACE  
DES PLAINES  
VILLA PARK  
WEST SUBURBAN WATER  
COMMISSION  
WILLOW BROOK



## YOUR LOCAL GOVERNMENT INVESTMENT POOL

### **IMET'S INVESTMENT FUNDS PROVIDE STRONG MONTHLY RETURNS AND SOLID DIVERSIFICATION**

**The IMET Convenience Fund (CVF)** enhanced rate for January 2014 provided members with an **outstanding annualized rate of .37% and a 12-month return of .34%**. The enhanced rate may change on a daily basis and is posted on IMET's website each day.

The IMET CVF provides members with a minimum rate guarantee equal to the fed funds target rate and is guaranteed to participants through June 30, 2014. The current fed funds target rate is 0.25%

The IMET Convenience Fund is collateralized via FDIC Insurance, the FHLB LOC Program, Government Securities at 110% on bank deposits, and US Government Securities in the repurchase agreement program. The CVF is managed so as to maintain a stable \$1.00 share price. It offers daily liquidity and remains a very good investment option for a diverse investment portfolio providing members with safety, liquidity, and yield.

**IMET's 1-3 Year Fund** produced a strong **net one-month return of .14 percent** as of January 31, 2014 (**1.68 percent annualized**) and a **net one-year return of .28 percent** as of January 31. IMET's 1-3 Year Fund performance for the **12-month period ending January 31, 2014, provided a total return of 0.52% on a gross of fees basis**. The total return was 4.06% since inception, equal to the benchmark, Barclay's Capital 1-3 Year Government Index, which also provided a 4.06% total return for the same period.

IMET has consistently served – and continues to serve - as a solid intermediate-term investment for its members. IMET's 1-3 Year Fund continues to invest exclusively in US Government Securities including Treasuries, Agencies, and Agency mortgage backed securities, only the safest investments permissible under the IL Public Funds Investment Act.

**The Illinois Metropolitan Investment Fund (IMET)** was developed in July 1996 as a cooperative endeavor to assist Illinois municipalities and public entities with the investment of their intermediate-term dollars. IMET was established as a not-for-profit investment fund under the Intergovernmental Cooperation Act of the [Illinois Municipal Code](#) and is sponsored by West Central Municipal Conference. For more information: [www.investIMET.com](http://www.investIMET.com).

**ORDINANCE NO. 2014 - 60**

**AN ORDINANCE DESIGNATING DEPOSITORY IN WHICH MAY BE KEPT  
FUNDS OF THE VILLAGE OF BROOKFIELD**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>th</sup> DAY OF OCTOBER, 2014**

Published in pamphlet form by  
authority of the Corporate  
Authorities of Brookfield, Illinois,  
the 27<sup>th</sup> day of October, 2014.

**ORDINANCE NO. 2014 - 60**

**AN ORDINANCE DESIGNATING DEPOSITORIES IN WHICH MAY BE KEPT FUNDS  
OF THE VILLAGE OF BROOKFIELD**

**WHEREAS,** the Village of Brookfield is authorized by Section 3.1-35-50 of the Illinois Municipal Code, (65 ILCS 5/3.1-35-50) and Section 02-67 of the Code of Ordinances, Village of Brookfield, Illinois, when requested by the Treasurer, to designate one or more banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer; and

**WHEREAS,** the Treasurer has requested that the corporate authorities designate one or more banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Brookfield as follows:

**Section 1. Recitals.**

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2: Designation of Depositories.**

The corporate authorities of the Village of Brookfield deem it to be advisable, necessary and in the best interests of the village and its residents to designate the following banks as a depository in which may be kept the funds and money of the village in the custody of the Treasurer, provided that the designated banks comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*) and further provided that the amount of all such deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of the designated bank:

Amalgamated Bank of Chicago  
One West Monroe  
Chicago, IL 60603

Illinois Funds  
C/O US Bank  
Springfield, IL 62706

First National Bank of Brookfield  
986 Washington Avenue  
Brookfield, IL 6058

Hinsdale Bank and Trust  
25 East First Street  
Hinsdale, IL 60521

MB Financial Bank  
6111 North River Road  
Rosemont, IL 60018

Illinois Metropolitan Investment Fund  
1220 Oak Brook Road  
Oak Brook, IL 60523

**Section 3: Continuation as Depositories.**

The designated banks shall continue as a depository of the funds and money of the village in the custody of the Treasurer until ten days after the corporate authorities of the Village of Brookfield have designated a new depository and the depository has qualified under the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*).

**Section 4: Compliance with the Public Funds Investment Act.**

No funds and money of the village in the custody of the Treasurer shall be deposited with any bank which does not comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*) or after being deposited with a bank that complied with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*), remain on deposit with any bank which thereafter does not comply with the requirements of the Public Funds Investment Act (30 ILCS 235/0/01 *et seq.*)

Section 5:      Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

**ADOPTED** this 27<sup>th</sup> day of October 2014, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this this 27<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this this 27<sup>th</sup> day of October 2014.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**RESOLUTION NO. 2014 - 967**

**A RESOLUTION APPROVING THE VILLAGE PRESIDENT, THE VILLAGE  
MANAGER AND THE VILLAGE TREASURER AS AUTHORIZED SIGNATORIES TO  
ESTABLISH ACCOUNTS WITH THE ILLINOIS METROPOLITAN INVESTMENT  
FUND FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>th</sup> DAY OF OCTOBER, 2014**

**RESOLUTION NO. 2014 - 967**

**A RESOLUTION APPROVING THE VILLAGE PRESIDENT, THE VILLAGE  
MANAGER AND THE VILLAGE TREASURER AS AUTHORIZED SIGNATORIES TO  
ESTABLISH ACCOUNTS WITH THE ILLINOIS METROPOLITAN INVESTMENT  
FUND FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS**

**WHEREAS**, the Village of Brookfield (the "Village") maintains an account with the Illinois Metropolitan Investment Fund, and

**WHEREAS**, the Illinois Metropolitan Investment Fund requires a formal document identifying those persons authorized to approve transactions related to these accounts,

**NOW, THEREFORE**, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, as follows:

**Section 1:** It is hereby determined that it is advisable, necessary and in the best interests of the citizens and governmental administration of the Village and its taxpayers that the following individuals be approved as authorized signers of all accounts held with the Illinois Metropolitan Investment Fund, and furthermore, that this resolution supersedes any previous authority assigned to this account.

**AUTHORIZED SIGNATORIES:**

Kit P. Ketchmark, Village President  
Keith Sbiral, Village Manager  
Doug Cooper, Treasurer

**Section 2:** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.



**ADOPTED** this 27<sup>th</sup> day of October 2014 pursuant to a roll call vote as follows:

AYES:

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NAYS:

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ABSENT:

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Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTEST:

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Catherine Colgrass-Edwards, Village Clerk of the  
Village of Brookfield, Cook County, Illinois



## COMMITTEE ITEM MEMO

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**ITEM:** BUILDING CODE UPDATE  
**TO:** Village President, Board Of Trustees  
and Keith Sbiral, AICP, Village Manager  
**COMMITTEE DATE:** October 6, 2014  
**PREPARED BY:** Heather Milway, Village Planner, Paul Trudeau, Building Inspector, Carol Bottari,  
Building Inspector, Patrick Lenzi, Fire Chief, and Brian Baldwin, Fire Inspector.  
**PURPOSE:** Consideration of updated building, residential, mechanical, and property  
maintenance codes to the 2015 International Code Council products continued  
**BUDGET AMOUNT:** N/A

### BACKGROUND:

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Attached to this memo are the findings of the Staff Report. Staff will discuss their findings and address comments at the Committee meeting.

### ATTACHMENTS:

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1. Staff Report

### STAFF RECOMMENDATION:

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Staff recommends that the Board of Trustees adopt the 2015 editions of the IBC, IRC, IMC, IFC, IMPC, and IECC codes with identified deletions, amendments, and supporting ordinances listed the Staff Report at the second meeting in November. Additionally allow Staff to publish the ordinances for public viewing on October 24th, 2014.

### REQUESTED COURSE OF ACTION:

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The Board of Trustees should review and discuss the adoption of the 2015 IBC, IRC, IMC, and IPMC. An ordinance approving the update will be presented at the second November meeting.

# BUILDING CODE UPDATE STAFF REPORT

## INTRO

Staff has identified that the current Village 1996 BOCA Building code and SBOC Residential code, Mechanical Code, and 2003 International Property Maintenance Codes are out of date and require updating. The current codes lack standards for several construction activities that occur in the Village. Staff has identified the International Code Council (ICC) products as the most relevant and appropriate codes for the Village to adopt.

Note that the State requires that the Village adopt the International Energy Conservation Code. The analysis of this code has been added to staff's review.

ICC focuses on developing model codes and standards to construct safe, sustainable, affordable, and resilient structures. The code products that the ICC offers are building, residential, fire, mechanical, property maintenance and energy conservation. Every three years the ICC updates its products to maintain safe and adequate standards. The code products work together by design and reference one another. The ICC codes are designed to be integrated into existing municipal codes; the initial chapters outline the duties of various staff and government persons and define terms. The remaining chapters deal with various development activities' regulations. All code products are organized in the same manner and have the same definitions/references.

## WHY ADOPT ICC PRODUCTS?

The most recent ICC codes are the 2015 editions. Staff has reviewed the 2015 editions of the International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), International Fire Code (IFC), International Property Maintenance Code (IPMC), and International Energy Conservation Code (IECC). The staff review process has examined the differences between the current Village codes and the ICC products, and the appropriateness of all standards for the Village in the recommended ICC products.

## RESEARCH FROM SURROUNDING MUNICIPALITIES

The ICC products are widely accepted standards used by twenty out of twenty- three neighboring municipalities (Table 1). Although, many of them adopted older versions of the ICC products, it was simply because at the time of update they were the newest versions. Neighboring municipalities did not adopt the code as originally written by the ICC, many had multiple areas that were struck or amended. Additional supporting ordinances accompanied the adoption to customize the code to be appropriate for their village. Brookfield will do the same in order to meet its unique lot layouts, uses, older housing stock, and other unique attributes.

**Table 1** The most recent IBC has been adopted by twenty neighboring municipalities at the time of their last building code update.

Municipality	Code Adopted	Most Recent Adoption Year
Barrington	IBC 2012	2012
Berwyn	IBC 2006	2007
Broadview	IBC 2009	2009
Burbank	IBC 2012	2011
Cicero	IBC 2009	2009
Downers Grove	IBC 2006	2009
Forest Park	IBC 2003	2004
Hickory Hills	IBC 2012	2013
Hinsdale	IBC 2006	2008
La Grange	1996 SBOC	2003
La Grange Park	BOCA National Building Code 1999 14th edition	2004
Lisle	IBC 2003	--
Melrose Park	IBC 2006	2008
North Riverside	IBC 2009	--
Naperville	IBC 2012	2012
Oak Brook	IBC 2009	2008
Oak Park	IBC 2003	2004
Riverside	BOCA National Building Code 1996	1998
Westchester	IBC 2000	2005
Westmont	IBC 2003	2012
Western Springs	BOCA National Building Code 1999 14th edition	--
Willowbrook	IBC 2009	2013

## CHANGES FROM EXISTING CODE

Current Village building code was written in 1996 when building and retrofitting activities were different from today's housing market trend. Many of the types of new construction, additions, and rehabs haven't changed with consumer preferences, advances in materials, and construction methods. In many projects occurring in Brookfield, materials being used are not referenced in the 1996 codes requiring the building inspector to rely on state standards that may not be appropriate in Brookfield. The ICC regulates all current building materials and standards for the climates in which construction takes place where the 1996 codes fall short. The ICC products have expanded guidelines and details to aid inspectors in reviewing projects. One of the largest differences between the existing code and the ICC codes is the organization of construction activities into types of uses and occupancies. This means that although a property is zoned commercial there are regulations for specific commercial activities. For example, though the Eight Corners area of Brookfield is zoned commercial there are numerous commercial uses that can be located in the area from restaurants to clothing shops. The ICC would regulate construction specifications for a restaurant in Eight Corners differently than that of a retail shop in Eight Corners. Additional staff notes on sections of the ICC products and existing codes can be found in Appendix A.



## SPRINKLERS

One of the major changes that the 2015 IBC will bring to Brookfield is the requirement of sprinkler systems for new construction of residential, commercial, and industrial properties. The IBC requires sprinklers only for new construction. ICC incorporated mandatory sprinkler regulations into the IBC in 2009. The previous versions gave municipalities the option to incorporate sprinkler systems. Sprinkler regulations became popular with municipalities and fire departments after research showed the drastic reduction in damage and life loss when sprinklers are present. Homeowners did not initially embrace sprinkler standards due to higher building cost and misconceptions of sprinkler water damage. Many homeowners did not understand that sprinklers in a home worked independently. Typically, only one sprinkler would activate and be sufficient to contain a fire. A recent poll has shown that 74% of national homebuyers now are more likely to purchase a home with sprinklers than without.<sup>1</sup>

### SURROUNDING VILLAGES THAT ADOPTED THE IBC AND RETAINED SPRINKLER STANDARDS

Twenty neighboring municipalities have adopted the IBC codes. Of those twenty, sixteen have retained the IBC's sprinkler standards (Table 2). Many municipalities retained the regulations specifically the residential requirements due to the smallness of lots and close proximity of homes. With the distances between homes decreasing and the sizes of homes increasing the radiated and conventional fire spread between neighboring homes is contributing to higher fire risk conditions. In addition, the trend of lightweight construction was increasing risks for both residents and firefighters in rescues situations. The combination of all of these factors lead to the conclusion that sprinkler requirements were necessary to promote safety for residents.

Cicero is one municipality that has retained the sprinkler requirements and increased regulations. The IBC requires sprinklers for new single-family construction, Cicero amended the IBC to require that single family additions, which increase the square footage of the home by 50% or more be retrofitted with sprinklers.

Due to The cost to retrofit existing homes staff does not recommend retrofits to existing structures. However, Staff **does recommend** the addition of sprinklers only in the newly constructed areas that increase the home size by 50%.

Similar to Cicero, Barrington required more stringent requirements for commercial sprinklers than the IBC. Commercial structures under 12,000 square feet are not required to include sprinklers, Barrington decreased the square footage to require smaller commercial structures to have sprinklers. This was most likely done due to the close proximity of structures and to decrease the risk of radial fire spread.

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<sup>1</sup> "New Study Shows Homeowners Prefer Homes Protected with Fire Sprinklers". (2014). Fire Sprinkler Times. <http://www.firesprinklerassocnewsletters.org>.

**Table 2 80% of Brookfield's neighboring communities have retained the sprinkler requirements outline in the IBC.**

Municipality	Code Adopted	Retained Sprinkler Requirements?
Barrington	IBC 2012	Yes and require more stringent regulations for commercial uses than IBC
Berwyn	IBC 2006	Yes
Broadview	IBC 2009	Yes
Burbank	IBC 2012	No but do require multifamily in secondary code section
Cicero	IBC 2009	Yes and included renovations to residential that increase the square feet by 50%
Downers Grove	IBC 2006	Yes
Forest Park	IBC 2003	Yes
Hickory Hills	IBC 2012	Yes
Hinsdale	IBC 2006	Yes
Lisle	IBC 2003	No
Melrose Park	IBC 2006	Yes
North Riverside	IBC 2009	Only kept requirements for repair garages and bulk storage of tires
Naperville	IBC 2012	Yes and require more stringent regulations for commercial uses than IBC
Oak Brook	IBC 2009	Yes
Oak Park	IBC 2003	Yes
Westchester	IBC 2000	Yes
Westmont	IBC 2003	Yes
Willowbrook	IBC 2009	Yes

Hotels and motels without sprinklers have recently been noted as being high-risks fire situations. The density of the use creates an increased fire spread concern and with the high occupancy capacity of hotels and motels, they pose a threat to public safety when no sprinklers are present. A recent fire at a motel in Peoria, Illinois showed the value of sprinklers<sup>2</sup>. A fire broke out in a guest room and was contained by a single sprinkler in the room, which able to extinguish the fire. The consequences of the fire was minimal damage and no injury to guests or fire fighters. Due to high risk posed by motels and hotel without sprinklers **Staff recommends a retroactive sprinkler ordinance for these uses.**

#### BROOKFIELD FIRE DEPARTMENT SPRINKLER DEMONSTRATION

The Village's Fire Department conducted a demonstration in 2007 to show the effectiveness of sprinklers. The demonstration consisted of two fake residential living rooms, one with sprinklers and one without. The sprinklered room was extinguished by the system in twenty seconds. While the unsprinklered room was engulfed in flames in

<sup>2</sup> Successful Activations. (2014). Fire Sprinkler Times. <http://www.firesprinklerassocnewsletters.org>.

68 seconds and had to be extinguished by the firefighters. The water damage from the sprinklered and non-sprinklered rooms was similar (Appendix B).

## RECOMMENDATIONS

Staff recommends that the Board of Trustees adopt the 2015 editions of the IBC, IRC, IMC, IFC, IMPC, and IECC codes with the following identified deletions, amendments, and supporting ordinances listed in the following sections at the second meeting in November. Additionally allow Staff to publish the ordinances for public viewing on **October 24<sup>th</sup>, 2014**.

### DELETES

Please see Appendix A for descriptions of sections.

#### *IBC*

Sections: 103, 105.2, 105.3, 105.7, 106, 107, 108, 109, 113, 115, 116, 402.6.4, 403, 404, 405, 408, 411, 412, 413, 422, 426, 904.1, 907.1.13, 911, 1613, 3103, 3105, 3108, and 3109.

Chapters: 27, 29, and 22.

Appendix: A, B, C, D, G, H, I, J, K and M.

Pages: 373, 384-385, 390, and 392-397.

Definitions: Building line, Building official, dwelling, dwelling unit, sleeping unit, multi-story, and occupancy.

#### *IRC*

Sections: 101-110, 112, 113, 114, 304, 319, 322, 405.2.3, and 602.

Chapters: 25, 26, 29-32, 34-30, and 42.

Appendix: D, I, J, K.

Definitions: Building line, Building official, dwelling, dwelling unit, sleeping unit, multi-story, occupancy, accessory structure, building height, height story, hurricane prone regions

Pages: 32-35, 40

#### *IMC*

Sections: 106.5.3, 108.4, and 109.

Appendix: B

#### *IFC*

Section: 103-112, 317, 405, 406, 503, 508, 805, 806, 807, 808, and 904.

Chapter: 11, 20, 25, and 36.



Appendix: A, D, J, K, L, and M.

Definitions: Basement, Boarding House, Building, Building Height, Building Official, Dwelling, Dwelling Unit, Lodging House, Public Way.

*IPMC*

Section: 103, 110, 112, 302.4, 303, 404.5, 505.1, and 302.2.

*IECC*

Commercial Provisions

Section: 103, 104, 107, 108, and 109.

Residential Provisions

Section: 103, 104, 107, 108, and 109.

## AMENDMENTS

Please see Appendix A for descriptions of sections.

*IBC*

101.1 These regulations shall be known as the Building Code of Village of Brookfield, hereinafter referred to as "this code."

503: Strike and see Village code chapter 62 for bulk regulations.

504: Strike and see Village code chapter 62 for bulk regulations.

506: Strike and see Village code chapter 62 for bulk regulations.

907.2.2: Fire alarm systems shall be installed in all Group B occupancies. , and

,907.2.7: ,Fire alarm systems shall be installed in all Group M occupancies,.

907.2.9.1: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies.

Special inspectors: Thompson Elevator, B&F

Chapter 19: Strike and see Village code chapter 12.

*IRC*

R101.1 These regulations shall be known as the Residential Code for One and Multifamily Dwellings of Village of Brookfield, hereinafter referred to as "this code."

R302.11 : In combustible construction, fireblocking shall be provided to cut off both vertical and horizontal concealed draft openings and to form an effective fire barrier between stories, and between a top story and the roof space. Fireblocking shall be provided in wood-framed construction in the following locations:



1. In concealed spaces of stud walls and partitions, including furred spaces and parallel rows of studs or staggered studs, as follows:
  - 1.1. Vertically at the ceiling and floor levels.
  - 1.2. Horizontally at intervals not exceeding 10 feet (3048 mm).
2. At interconnections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings and cove ceilings.
3. In concealed spaces between stair stringers at the top and bottom of the run. Enclosed spaces under stairs shall comply with Section R302.7.
4. At openings around vents, pipes, ducts, cables and wires at ceiling and floor level, with an approved material to resist the free passage of flame and products of combustion. The material filling this annular space shall not be required to meet the ASTM E 136 requirements.
5. For the fireblocking of chimneys and fireplaces, see Section R1003.19.
6. Fireblocking of cornices of a two-family dwelling is required at the line of dwelling unit separation.
7. For all bored and notched all studs and joists horizontally. All stud cavities will be totally fire blocked

R502.1.2: Structural capacities and design provisions for prefabricated wood I-joists shall be established and monitored in accordance with ASTM D 5055 and flack jacketed.

R507.2.4: The lateral load connection required by Section R507.1 shall be permitted to be in accordance with Figure R507.2.3(1) or R507.2.3(2). Where the lateral load connection is provided in accordance with Figure R507.2.3(1), hold-down tension devices shall be installed in not less than two locations per deck, within 24 inches of each end of the deck. Each device shall have an allowable stress design capacity of not less than 1,500 pounds (6672 N). Where the lateral load connections are provided in accordance with Figure R507.2.3(2), the hold-down tension devices shall be installed in not less than four locations per deck, and each device shall have an allowable stress design capacity of not less than 750 pounds (3336 N). All decks 8 feet high or over required lateral connections.

R501.2 Floor construction shall be capable of accommodating all loads in accordance with Section R301 and of transmitting the resulting loads to the supporting structural elements. No 24-inch framing shall be permitted.

R601.2 : Wall construction shall be capable of accommodating all loads imposed in accordance with Section R301 and of transmitting the resulting loads to the supporting structural elements. No 24-inch framing shall be permitted.

R702.3.5 Supports and fasteners used to attach gypsum board and gypsum panel products shall comply with Table R702.3.5. 3/8 and 1/2 inch drywall can be laminated over existing plaster paneling or drywall using the proper screws and glue. Gypsum sheathing shall be attached to exterior walls in accordance with Table R602.3(1). Gypsum board and gypsum panel products shall be applied at right angles or parallel to framing members. All edges and ends of gypsum board and gypsum panel products shall occur on the framing members, except those edges and ends that are perpendicular to the framing members. Interior gypsum board shall not be installed where it is directly exposed to the weather or to water.

TABLE R702.3.5  
MINIMUM THICKNESS AND APPLICATION OF GYPSUM BOARD AND GYPSUM PANEL PRODUCTS

THICKNESS OF GYPSUM BOARD OR GYPSUM PANEL PRODUCTS (inches)	APPLICATION	ORIENTATION OF GYPSUM BOARD OR GYPSUM PANEL PRODUCTS TO FRAMING	MAXIMUM SPACING OF FRAMING	MAXIMUM SPACING OF FASTENERS (inches)	SIZE OF NAILS FOR APPLICATION TO WOOD FRAMING
5/8				Nails	
	Ceiling	Either Direction	16	7	13 gage, 15/8" long, 19/64" head; 0.098" diameter, 13/8" long, annular-ringed; 6d cooler nail, 0.092" diameter, 17/8" long, 1/4" head; or gypsum board nail, 0.0915" diameter, 17/8" long, 19/64"
	Ceiling	Perpendicular	16	7	Ceiling Perpendicular 24 7 12 " head.
	Types X at garage ceiling beneath habitable rooms	Perpendicular	16	6	17/8" long 6d coated nails or equivalent drywall screws. Screws shall comply with Section R702.3.5.1
	Wall	Either Direction	16	8	13 gage, 15/8" long, 19/64" head; 0.098" diameter, 13/8" long, annular-ringed; 6d cooler nail, 0.092" diameter, 17/8" long, 1/4" head; or gypsum board nail, 0.0915" diameter, 17/8" long, 19/64"
	Wall	Either Direction	16	8	Ceiling Perpendicular 24 7 12 " head.

Application with Adhesive

5/8	Ceiling	Perpendicular	16	16	Base ply nailed as above for 1/2" gypsum board and gypsum panel products; face ply installed with adhesive.
	Wall	Either Direction	16	16	

R801.2: Roof and ceiling construction shall be capable of accommodating all loads imposed in accordance with Section R301 and of transmitting the resulting loads to the supporting structural elements. No 24-inch framing shall be permitted.

*IMC*

101.1 These regulations shall be known as the Mechanical Code of Village of Brookfield, hereinafter referred to as "this code."

301.11: Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the Illinois State Plumbing Code

*IFC*

101.1 These regulations shall be known as the Fire Code of Village of Brookfield, hereinafter referred to as "this code."

907.2.2: Fire alarm systems shall be installed in all Group B occupancies.

907.2.7: Fire alarm systems shall be installed in all Group M occupancies.

907.2.9.1: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies.

*IMPC*

101.1 These regulations shall be known as the Property Maintenance Code of Village of Brookfield, hereinafter referred to as "this code."

304.3: Buildings and detached garages shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.14: During the period from May 1st to October 1st every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

602.3: Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from October 1st to June 1st to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

602.4: Indoor occupiable work spaces shall be supplied with heat during the period from October 1st to June 1st to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied

#### SUPPORTING ORDINANCES

The standards in the ICC codes are generalized to be applicable to everywhere, however since every place is unique including Brookfield some additional ordinances are needed. Staff has identified 6 supporting ordinances to

accompany the adoption of the IBC, IRC, IMC, IMPC, and IECC to improve the safety of construction activities in Brookfield.

1. Concrete specifications- Existing Village code states that concrete specifications are defined by the Building Official. Appendix C is the handout that is provided to applicants. Placing the standards in code is standard practice.
2. Existing motels and hotels have one year from January 1, 2015 to retrofit sprinkler systems.
3. Work hours times in the Village: Weekdays 7:30 am to 7:00pm, Saturdays 8:00pm to 6:00pm, and Sundays and Holidays 9:00am to 6:00pm.
4. Any remodels of basements require the installation of a sump pumps with drain tile.
5. A 50% increase in residential home square footage due to addition requires sprinklers in new construction areas.
6. Permits that cannot be placed in windows should be placed on a 3x3 board with address visible from the sidewalk.

# Appendix A

## IBC Notes

Chapter	International Building Code 2015	Conflict with existing Village Code/ Notes
1: Scope and Administration	102.6.2 references the International Fire Code	
	103 Department of Building and safety	Building and Planning Department
	104 Duties and Powers of Building Official	Building
	Section 105.2 work Exempt from permit	Building and Zoning
	105.3 Application for Permit	Zoning-submittals
	105.5 Expiration	Building and Zoning
	105.7 Placement of permit	Repeated in Building
	Section 106 strike or amend to fit with village code	Zoning and Building
	107 Submittal Documents	Zoning and Building
	Section 108 Temporary Buildings strike or amend to fit with Zoning	Zoning
	Section 109 Fees Amend to fit with Village code	Zoning and Building
	Section 113 Board of Appeals. Strike	Zoning and Building
	Section 115 Stop work order Strike or amend to fit with Village Code	Building

	Section 116 Unsafe Structures and Equipment Strike	Building
2: Definitions *note that the IRC 2015 will have overlapping definitions, but the same definition	Building Height	Zoning
	Building line	Zoning
	Building Official	Building
	Dwelling	Zoning
	Dwelling Unit	Zoning
	Dwelling Unit OR Sleeping Unit , Multi Story	Zoning
	Occupancy	Zoning
3: Use and Occupancy		
4: Special Detailed Requirements Based on Use and Occupancy	402.6.4: Plastic Signs	Signs
	403 High-Rise Buildings, 404 Atriums, and 405 Underground Buildings N/A Brookfield	
	408 buildings in need of security - prisons N/A Brookfield	
	411 Special amusement buildings	Zoning
	412 Aircraft buildings N/A Brookfield	
	413 Combustible storage and 414 Hazardous materials	Building
	422 Ambulatory Care Facilities N/A Brookfield	
	423 Storm Shelters N/A Brookfield	
	425 Hyperbaric facilities N/A Brookfield	
	426 Grain Processing and Storage N/A Brookfield	
5: Building Heights and Area	503 General heights of buildings	Building
	504 Building height and number of stories	Zoning
	506 Building area	Will not be applicable with the same lot sizes
	Allowable Area Factor interesting concept	



6: Types of Construction		
7: Fire and Smoke protection features	General Chapter	Building code: single family residences
	715 Fire resistant joints	
8: Interior Finishes	803 Wall and Ceiling Finishes	
	804 Finished Floors	
	808 Acoustical Ceiling System N/A Brookfield	
9: Fire Protection systems	References compliance with the International building code, would have to amend if we do not adopt the international code	Illinois State Fire Code
	Fire Code Official- Brian or would need to amend to say Building Inspector	Village code
	903.2.8 Group R	
	904.1 Alternative auto fire extinguish systems	
	907.2.13 High-rise buildings	
	911 Fire command center	Amend based on village code/system
	913 Fire Pumps	
10: Means of Egress		
11: Accessibility	1110 Recreational Facilities	
12: Interior Environment		
13: Energy Efficiency	References the International Energy Conservation Code	
14: Exterior Walls		
15: Roof Assemblies and Rooftop Structures		
16: Structural Design	Table 16082 Alaska specific table	N/A Brookfield
	pg. 373 Hurricane Prone Regions	N/A Brookfield
	1613 Earthquake Loads	N/A Brookfield
	1612 Flood Loads for buildings	
	pg. 384-385	N/A Brookfield
	Earth Quake Loads	N/A Brookfield
	pg. 390, 392-397	N/A Brookfield

17: Special Inspections and Tests	1703 Approvals	Building code - Licensed contractors
	Special inspectors	
18: Soils and Foundations	1803 Geotechnical Investigations	
	1805 Dampproofing and Waterproofing	
19: Concrete		Village "Standards" for sidewalk, driveways, and etc.
20: Aluminum		
21: Masonry		
22: Steel		
23: Wood		
24: Glass and Glazing		
25: Gypsum Board, Gypsum Panel Products, and Plaster		
26: Plastic		
27: Electrical	Strike entire Chapter	Village uses City of Chicago
28: Mechanical Systems	References the International Mechanical code	
29: Plumbing	Strike entire Chapter	Village uses State Plumbing Code
30: Elevators and Conveying systems		
31: Special Construction	Section 3103 Temporary structures	Zoning
	Section 3105 Awnings and canopies	Building
	Section 3108 Telecommunication and Broadcast Towers	Zoning
	Section 3109 Swimming Pools Enclosures and Safety Devices	Building
22: Encroachments into the Public Right-of-Way		
33: Safeguards During Construction		
Appendix A: Employee Qualifications	Section A101	Definitions conflict with Village Code definitions for Building inspector



Appendix B: Board of Appeals	Strike entire Chapter	
Appendix C: Agricultural Buildings		N/A Brookfield
Appendix D: Fire Districts		Strike
Appendix E: Supplementary Accessibility Requirements		
Appendix F: Rodent Proofing		
Appendix G: Flood-Resistant Construction	Section G105 Variances	
Appendix H: Signs	Strike entire Chapter	Signs
Appendix I: Patio Covers		
Appendix J: Grading		Strike for new Stormwater requirements
Appendix K: Administrative Provisions		Strike
Appendix L: Earthquake Recording Instrumentation		N/A Brookfield
Appendix M: Tsunami-Generated Flood Hazard		N/A Brookfield

IRC Notes

Chapter	International Residence Code 2015		Conflict with existing Village Code/ Notes
1: Scope and Administration	102.7 References International Fire Code		
	Section 103 Department of Building and Safety		Building and Planning. Building Official
	Section 104 Duties and Powers of Building Official		References board of Appeals- would be PZC / Board
	105.7 : Department Records		
	105.2 work exempt from permit	Delete sections 1-10	Building and Zoning
	105.3 Application for Permit		Zoning- submittals
	105.5: Expiration		Building
	105.7 Placement of Permit		Strike
	106 Construction Documents		Code requires 3 copies and IRC says one or more
	106.3.3 Phased Approval		
	Section 7 Temporary Structures and Uses		Zoning and Building Strike sections
	Section 108 Fees		
	Section 109 Inspections		Strike
	Section 112 Board of Appeals		Amend to say PZC/Board
	Section 113 Violations		Strike
	Section 114 Stop Work Order		Strike
2: Definitions	Accessory Structure		Zoning
	Building Official		Building
	Dwelling		Zoning
	Dwelling Unit		Zoning
	Building Height		Zoning

	Height Story		Zoning
	Hurricane -Prone Regions		N/A Brookfield
3: Building and Planning	Strike pg. 32,33,34,35,40		N/A Brookfield
	Section 304 Minimum room Areas		Strike
	Section 319 Site Address		Signs
	Section 322 Flood Resistant Construction		Flood control
	405.2.3 Drainage system		
	602 Wood Wall framing		
4: Energy conservation	International energy Conservation code Referenced		
5: Mechanical	Referenced international Mechanical code	507.2.4 Deck Lateral Connection- Amend this to say all decks 8' high and over need a lateral connection.	
6: Fuel Gas	Section 2410 Electrical		
7: Plumbing	Strike entire chapter	Delete chapters 25, 26,29,30,31,32	
8: Electrical	Strike entire chapter	Delete 34,35,36,37,38,39,40,42	
Appendix A: SIZING AND CAPACITIES OF GAS PIPING		Adopt referenced standards and appendices separately	
Appendix B: SIZING OF VENTING SYSTEMS SERVING APPLIANCES EQUIPPED WITH DRAFT HOODS, CATEGORY I APPLIANCES, AND APPLIANCES LISTED FOR USE WITH TYPE B VENTS			
Appendix C: EXIT TERMINALS OF MECHANICAL DRAFT AND DIRECT-VENT VENTING SYSTEMS			

Appendix D: RECOMMENDED PROCEDURE FOR SAFETY INSPECTION OF AN EXISTING APPLIANCE INSTALLATION			Strike
Appendix E: MANUFACTURED HOUSING USED AS DWELLINGS			
Appendix F: PASSIVE RADON GAS CONTROLS			
Appendix G: PIPING STANDARDS FOR VARIOUS APPLICATIONS			
Appendix H: PATIO COVERS			
Appendix I: PRIVATE SEWAGE DISPOSAL	Strike		N/A Brookfield
Appendix J: EXISTING BUILDINGS AND STRUCTURES	Existing Buildings and Structures		Non-conforming
Appendix K: SOUND TRANSMISSION			
Appendix L: PERMIT FEES	Strike Permit Fees		Fees
Appendix M: HOME DAY CARE—R-3 OCCUPANCY			
Appendix N: VENTING METHODS			
Appendix O: AUTOMATIC VEHICULAR GATES .			
Appendix P: SIZING OF WATER PIPING SYSTEM			
Appendix Q: RESERVED			
Appendix R: LIGHT STRAW- CLAY CONSTRUCTION			

Appendix S: STRAWBALE CONSTRUCTION			
Appendix T: RECOMMENDED PROCEDURE FOR WORST-CASE TESTING OF ATMOSPHERIC VENTING SYSTEMS UNDER N1102.4 OR N1105 CONDITIONS 5ACH50			
Appendix U: SOLAR-READY PROVISIONSDETACHED ONE- AND TWO-FAMILY DWELLINGS, MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES			

IMC Notes

Chapter	International Building Code 2015	Conflict with existing Village Code/ Notes
1: Scope and Administration	103 Department of Mechanical Inspection	Building
	104 Duties and Powers of the Code Official	Amend to Building Official
	105 Approval	Building
	106 Permits	Building
	107 Inspections and Testing	Building
	108 Violations	Building
	109 Appeals	Building and Administrative
	110 Temporary Equipment, Systems and Uses	Building
2: Definitions		
3: General Regulations	301.11	Amend to Illinois State Plumbing Code
4: Ventilation		
5: Exhaust Systems		

6: Duct Systems		
7: Combustion Air		
8: Chimneys and Vents		
9: Specific Appliances, Fireplaces and Solid		
10: Boilers, Water Heaters and Pressure Vessels		
11: Refrigeration		
12: Hydronic Piping		
13: Fuel Oil Piping and Storage		
14: Solar Systems		
15: Referenced Standards		
Appendix A: Chimney Connector Pass-Throughs		
Appendix B: Recommended Permit Fee Schedule		



IFC Notes

Chapter	IFC 2015	Village code
1: Administrative	103 Department of Fire Prevention	Administrative Chapter
	104 General Authorities and Responsibilities	Administrative Chapter
	105 Permits	Administrative Chapter
	106 Inspections	Administrative Chapter
	107 Maintenance	Administrative Chapter
	108 Board of Appeals	Administrative Chapter
	109 Violations	Administrative Chapter
	110 Unsafe Buildings	Administrative Chapter
	111 Stop Work Order	Administrative Chapter
	112 Service Utilities	Administrative Chapter
	113 Fees	Administrative Chapter
2: Definitions	Basement	Zoning and Building Definitions
	Boarding House	Zoning and Building Definitions
	Building	Zoning and Building Definitions
	Building Height	Zoning and Building Definitions
	Building Official	Zoning and Building Definitions
	Dwelling	Zoning and Building Definitions
	Dwelling Unit	Zoning and Building Definitions
	Lodging House	Zoning and Building Definitions
	Public Way	Sidewalks and Public Right of Ways Chapter
3: General Requirements	317 Roof top gardens and landscaped roofs	N/A Brookfield
4: Emergency Preparedness and Planning	405 Emergency Evacuation Drills	
	406 Employee Training and Response Procedures	N/A Brookfield
5: Fire Service Features	503 Fire Apparatus Access Roads	
	508 Fire Command Center	N/A Brookfield
6: Building Services and Systems		
7: Fire and Smoke Prevention Features		



8: Interior Finish, Decorative Materials and Furnishings	805 Upholstered Furniture and Mattresses in New and Existing Buildings	Strike
	806 Decorative Vegetation in New and Existing Buildings	Strike
	807 Decorative Materials Other than Decorative Vegetation in New and Existing Buildings	Strike
	808 Furnishings Other than Upholstered Furniture and Mattresses and Decorative Materials in New and Existing Buildings	Strike
9: Fire Protection Systems	904 Alternative Automatic Fire-Extinguishing Systems	
	907 Fire Alarm and Detection Systems	
10: Means of Egress		
11: Construction Requirements for Existing Buildings	Entire Chapter	strike
Chapters 12-19 Reserved		
Part IV 20 Aviation Facilities	Entire Chapter	strike
21: Dry Cleaning		
22: Combustible Dust Producing Operations		
23: Motor Fuel-Dispensing Facilities and Repair Garages		
24: Flammable Finishes		
25: Fruit and Crop Ripening	Entire Chapter	Strike
26: Fumigation and Insecticidal Fogging		
27: Semiconductor Fabrication Facilities		

28: Lumber Yards and Argo-Industrial Solid Biomass and Woodworking Facilities		
29: Manufacture of Organic Coatings		
30: Industrial Ovens		
31: Tents and Other Membrane Structure		
32: High-Piled Combustible Storage		
33: Fire Safety During Construction and Demolition		
34: Tire Rebuilding and Tire Storage		
35: Welding and Other Hot Work		
36: Marinas	Entire Chapter	Strike
37: Combustible Fibers		
50: Hazardous Materials- General Provisions		
51: Aerosols		
53: Compressed Gases		
54: Corrosive Materials		
55: Cryogenic Fluids		
56: Explosives and Fireworks		
57: Flammable and Combustible Liquids		

58: Flammable Gases and Flammable Cryogenic Fluids		
59: Flammable Solids		
60: Highly Toxic and Toxic Materials		
61: Liquefied Petroleum Gases		
62: Organic Peroxides		
63: Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids		
64: Pyrophoric Materials		
65: Pyroxylin (Cellulose Nitrate) Plastics		
66: Unstable (Reactive) Materials		
67: Water-Reactive Solids and Liquids		
68-79 Reserved		
Part VI Referenced Standards		
Appendix A: Board of Appeals	Entire Chapter	Strike
Appendix B: Fire-Flow Requirements for Buildings		
Appendix C: Fire Hydrant Locations and Distribution	Entire Chapter	Strike
Appendix D: Fire Apparatus Access Roads		N/A Brookfield

Appendix E: Hazard Categories		
Appendix F: Hazard Ranking		
Appendix G: Cryogenic Fluids- Weight and Volume Equivalents		
Appendix H: Hazardous Materials Management Plan and Hazardous Materials Inventory Statement Instructions		
Appendix I: Fire Protection Systems- Noncompliant Conditions		
Appendix J: Building Information Sign	Entire Chapter	Strike
Appendix K: Construction Requirements for Existing Ambulatory Care Facilities	Entire Chapter	Strike
Appendix L: Requirements for Fire Fighter Air Replenishments Systems		N/A Brookfield
Appendix M: High-Rise Buildings- Retroactive Automatic Sprinkler Requirement	Entire Chapter	Strike

IPMC Notes

Chapter	International Property Maintenance Code 2015		Village Code
1: Scope and Administration	Section 103: Department of Property Maintenance Inspection	"condemned" buildings Print up condemned stickers	Building
	Section 110 Demolition		Building
	Section 112: Stop Work Order	112.4 Failure to comply with a STOP WORK order-shall be liable to a fine of not less than ___dollars or more than ___dollars. Put in dollar amounts.	Building
2: Definitions			
3: General Requirements	Section 303: Swimming Pools, Spas, and Hot Tubs	Strike section 303 swimming pools 302.4-state height of weeds 8" in this section 304.14 Insect Screens-During the period from ___to___. State months involved. 304.3 Premise Identification-Add detached garage to this code.	Building
4: Light, Ventilation and Occupancy Limitations			
5: Plumbing Facilities and Fixture Requirements		505.1 Strike International Plumbing Code and put in IL State Plumbing Code	
6: Mechanical and Electrical Requirements		602.2 Strike International Plumbing Code and put in IL State Plumbing Code 602.3 Heat Supply-Put in dates for heat supply-from ___to___	
7: Fire Safety Requirements			
8: Referenced Standards		Must amend separately the referenced standards and appendix for all codes	

IECC Notes

Chapter	IECC 2015	Village code
Commercial Provisions		
1: Scope and Administration	103 Construction Documents	Building
	104 Inspections	Building
	107 Fees	Building
	108 Stop Work Orders	Building
	Board of Appeals	Administrative
2: Definitions		
3: General Requirements		
4: Commercial Energy Efficiency		
5: Existing Buildings		
6: Referenced Standards		
Residential Provisions		
1: Scope and Administration	103 Construction Documents	Building
	104 Inspections	Building
	107 Fees	Building
	108 Stop Work Orders	Building
	Board of Appeals	Administrative

2: Definitions		
3: General Requirements		
4: Residential Energy Efficiency		
5: Existing Buildings		
6: Referenced Standards		
Appendix RA Recommended Procedure for Worst-Case Testing of Atmospheric Venting Systems under R402.4 or R405		
Appendix RB: Solar-Ready Provisions- Detached One and Two Family Dwellings, Multiple Single-Family Dwellings		

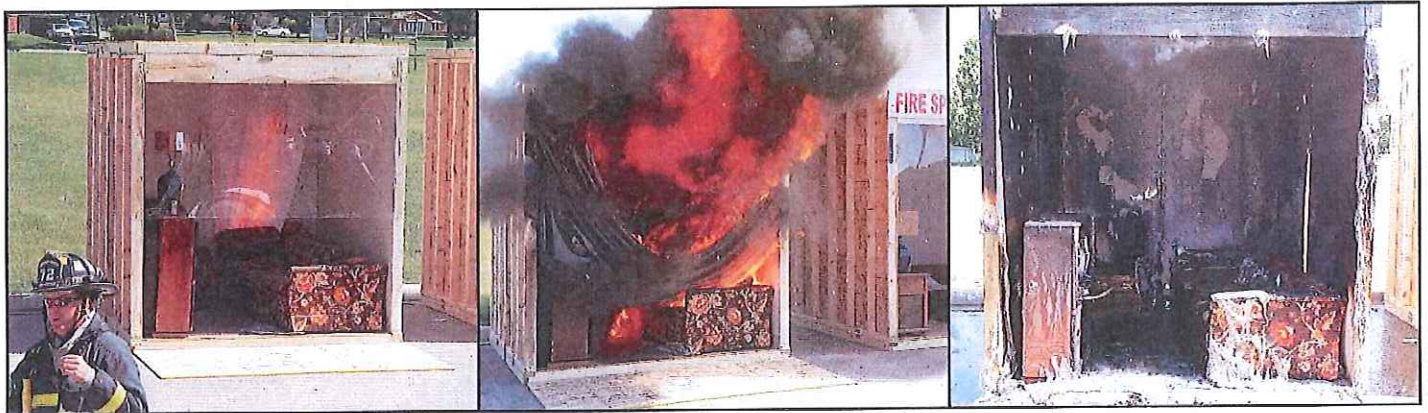


## Sprinkler Demonstration

The Brookfield Fire department conducted an Open House on September 9th, 2007. One highlight was the live demonstration of fire in a sprinklered versus unsprinklered living room of a single family residential home prop. With assistance from the Northern Illinois Sprinkler Alliance, props were built with typical living room furniture arrangements (carpeting, 2 X 4 wood studs, dry wall, stuffed chair, sofa, draperies, table, wood chair, television set). All furniture items were donated by local residents and fire department members.

The photographs below tell the rest of the story. The draperies in both props were the initial material of ignition. The area of origin was at the floor level. In the sprinklered living room, the fire was totally extinguished within 20 seconds of when it started. There was minimal water damage throughout the room, and the draperies sustained fire and water damage. In the unsprinklered living room, fire totally engulfed the entire prop from floor to ceiling within 68 seconds of when it started. Sprinklers really do make a difference as evidenced below. Ask anyone who witnessed our demonstration.

### NOT FIRE SPRINKLER PROTECTED





VILLAGE OF BROOKFIELD

8820 Brookfield Avenue

Brookfield, IL 60513

(708)-485-7344 X 3

(708)-485-8090 Fax

CONCRETE SPECIFICATIONS

PUBLIC WALKS - New installation:

4" compacted stone (CA6, CA7, and GRADE 8).

5" of concrete 6 bag mix.

6" of concrete - where vehicles pass over.

---

PARKING PADS, DRIVEWAYS AND GARAGE FLOORS

4" compacted stone (CA6, CA7, GRADE 8).

5" of concrete 6 bag mix.

6"X6"X10ga wire mesh.

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PRIVATE - PATIOS, WALKS

4" of compacted stone (CA6, CA7, GRADE 8).

4" of concrete 6 bag mix.

6"X6"X10ga wire mesh for Patio's.

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DRIVEWAY APRON

4" of compacted stone.

7" of concrete - No wire mesh.

---

WALKS IN PARKWAY - (CURB TO VILLAGE WALK)

36" wide - (No exceptions).

4" of compacted stone (CA6, CA7, GRADE 8).

4" of concrete 6 bag mix.

Walks parallel to curb are not allowed.

No Brick Pavers in parkway.

---

PAVER WALKS AND PATIOS

4" of compacted stone (CA6, CA7, GRADE 8).

1" of sand or screening - pavers are set in.

Edging is required around all pavers.

Driveways constructed from pavers require 6" to 8" of stone base.

---

ASPHALT RESIDENTIAL

5" of compacted stone.

Finished dimensions of 3" of compressed asphalt.

All resurface permits will have a pre-inspection before permit is issued.

---

ALL COMERCIAL ASPHALT WILL BE REVIEWED ON AN INDIVIDUAL BASIS.



# COMMITTEE ITEM MEMO

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**ITEM:** Police Department Firing Range  
**COMMITTEE DATE:** October 13, 2014  
**PREPARED BY:** Chief Steven Stelter  
**PURPOSE:** Notification for the installation of a new target system in the shooting range

**BUDGET AMOUNT:** N/A

**BACKGROUND:**

---

The firing range located in the lower level of the Village Hall has been in existence since the building was built in 1972. Very little updating has taken place other than the regularly scheduled cleanings and ventilation maintenance. Just recently, the trap area where the fired rounds are shot, went through an extensive cleaning and all the spent rounds were removed. This had not been done since the current trap system was put into place in 2004. The rail system, which electronically maneuvers the targets forward and backwards has been in place for the past 42 years. Out of the seven lanes, only one is operational, the system is outdated and replacement parts are no longer being manufactured.

Firearms training and qualifications are mandated by the Illinois Law Enforcement Training and Standards Board at least once every year. Currently, the Brookfield Police Department qualifies their officers two times per year. Also, officers are encouraged to use the range as they see fit to ensure they maintain an above average skill level with their firearms.

As stated above, the range originally had seven (7) lanes installed. I am looking to replace these lanes and have five (5) lanes installed. I have received quotes from two companies who specialize in this service. It is my desire to go with "Action Target" to replace the system. As shown with the attached quotes, Action Target was considerably cheaper for five lanes than was "Meggitt Training Systems" whose quote is for three lanes.

It is also my desire to utilize funds from the Federal Drug Seizure account to pay for this work.

**ATTACHMENTS:**

---

1. Quotes from Action Target & Meggitt Training Systems

**STAFF RECOMMENDATION:**

---

The new target system be given the go ahead in order to allow the police officers the ability to remain proficient in their firearms training.

**REQUESTED COURSE OF ACTION:**

---

Seek consensus from the Board to move forward with this project.



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

## Brookfield Police Dept-Fixed Turning Target system

Quotation: 83511 By: Jonathan Ingalls Printed: 2014-Sep-30

### Included Items:

- 1 **(5) Mancom Fixed Inverted Electric Turning Targets (Model LFR3000)** ..... 33,250.00
  - Electric turning targets turn 360 degrees
  - Includes clutch system and heavy-duty target clamp
  - Target spacing can be easily adjusted along track
  - Includes touch screen Freedom Series Master Control and wireless remote
- 1 **Ballistic Ceiling Baffle System - U.S. Patent #5822936** ..... 5,600.00
  - One addition baffle row to protect target system
  - 3/8" AR500 steel
- 1 **Action Target Project Management, Design and Factory Installation** ..... 14,200.00
  - Dedicated Project Manager to arrange/supervise shipment and installation of range
  - Full range construction drawings and details specific to project
  - Includes full installation crew, lodging and travel expenses
  - Estimated 3-4 days for installation
  - Includes prevailing wage rates
- 1 **Ground Freight ~4,200 lbs.** ..... 2,700.00
- 1 **EXCLUSIONS - NOT in Action Target Scope of Work:** ..... 0.00
  - 1) Structural supports and any structural work
  - 2) Power wiring and conduits
  - 3) Any required concrete work
  - 4) Engineering stamps for all hanging points
  - 5) Applicable permits and fees
  - 6) Off-loading of equipment upon delivery (fork lift required)
  - 7) Range lighting, controls and wiring
  - 8) Demolition and disposal of existing range equipment

**Total** 55,750.00

### Payment Terms:

25% Down Payment with Contract, 65% pre-shipment, 10% on arrival

**Shipping Terms:**

F.O.B Provo

**Installation Terms:**

Action Target Factory Install

**Terms and Conditions:**

You must reference the Order Number above on your purchase order to secure best price. Price will be honored for 60 days from the quotation date if no other date is specified herein. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

September 24, 2014

Brookfield Police Dept.  
Attn: Chief Steven Stelter  
8820 Brookfield Ave  
Brookfield, IL 60513  
[sselter@brookfieldil.gov](mailto:sselter@brookfieldil.gov)

MTSI Offer No.: **MTS14USL0166**  
Re: Indoor Range | Target Systems  
Offer Type: Open Market

Mr. Stelter,

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$75,752.42** (Seventy-Five Thousand, Seven Hundred and Fifty-Two US Dollars and Forty-Two Cents) for the products and services listed herein, furnished, and delivered C.I.P. jobsite (Brookfield, IL) in accordance with Incoterms® 2010. In addition to the offer price, you will be responsible for any Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 90 days.

Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

If you should require any further information, please contact your MTSI Sales Representative, listed below.

Best Regards,

**Tracy Newton**  
Sales Manager  
Meggitt Training Systems, Inc.  
Tel: 815.337.1376  
[tracy.newton@meggitt.com](mailto:tracy.newton@meggitt.com)

Prepared by:  
Angela Krönenberg  
Sr. Proposal Manager  
Meggitt Training Systems, Inc.  
[angela.kronenberg@meggitt.com](mailto:angela.kronenberg@meggitt.com)

Accepted for:  
(Company)

Authorized Signature:

Print Name:

Total Purchase Price:  
(Include Options where applicable)

Title:

Date:

Meggitt Training Systems Inc.  
296 Brogdon Road, Suwanee, Georgia 30024  
MTSI Ref. Number: MTS14USL0166

Page 1 of 7

(Marketing License: Not Required)

Tel: +1 678 288 1090  
Fax: +1 678 288 1515  
[www.meggitttrainingsystems.com](http://www.meggitttrainingsystems.com)

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## Base Offer

GSA / Open Market Item	Part No.	Description	Quantity	Unit
Open Market	XWT-75	Next Generation Wireless 360° Turning, Target System. 75' of track.	3	EA
Open Market	XWT-BATTERY	XWT Spare Battery	3	EA
Open Market	XWT-BATTERY CHGR	XWT Spare Battery Charger	1	EA
Open Market	RM10K-LE	Master Control Computer with Touch Screen and one (1) Tablet Controller	1	EA
Open Market	BP16E	Shooter's Booth - Rifle, Center Divider, Black. Includes Shelf, Blast Shield Extension, Gate Barricade and Brass Receptacle.	4	EA
Open Market	SPPT-Full	Complete Unload, Installation, and Training *Prevailing Wage Rates Included	1	LOT
Open Market	SPPT-F/U	Follow Up Visit	1	EA
Open Market	MANUALS	Operations and Maintenance Manuals	1	LOT
Open Market	WRTY	12-Month Warranty	1	LOT
Open Market	FRT-CIP	Freight & Delivery shall be C.I.P. Jobsite (Brookfield, IL) in accordance with Incoterms® 2010.	1	LOT
Total Base Offer Price			\$75,752.42	

## Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package. Package Includes:

- Radians Revelation™ Shooting Glasses (Qty 3 each)
- Radians Competitor Hearing Protection (NRR 26 dB) (Qty 3 each)



## COMMITTEE ITEM MEMO

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ITEM: COOK COUNTY HAZARD MITIGATION PLAN  
COMMITTEE DATE: October 13, 2014  
PREPARED BY: Dan Kaup, Public Works Director  
PURPOSE: Adoption of new Hazard Mitigation Plan  
BUDGET AMOUNT: N/A

### BACKGROUND:

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Beginning in 2011, Cook County and a coalition of key stakeholders began the planning and development process for a Cook County Multi-Jurisdictional Hazard Mitigation Program (HMP). This plan is designed to prepare for and lessen the impacts of specified natural hazards. The result is the first ever Cook County HMP with 115 partners, making Cook County's HMP the largest in the nation. The planning area for the hazard mitigation plan encompasses all of Cook County, including the Metropolitan Water Reclamation District of Greater Chicago (MWRD) service area. The result of the organizational efforts has been to produce a Federal Emergency Management Agency (FEMA) and Illinois Emergency Management Agency (IEMA)-approved HMP. Completion and adoption of the HMP will allow all participating jurisdictions and partners to receive grants funds through the Hazard Mitigation Grant Program.

The hazard identification and profiling in the hazard mitigation plan addresses hazards considered to be of paramount importance within Cook County. They include flooding, earthquakes, tornados, severe weather (heat, wind, hail and lightning), winter weather events, drought and dam failure. Upon adoption of this plan, Brookfield will be eligible to apply for additional specified grants. The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified within Brookfield before and after a major disaster declaration.

### ATTACHMENTS:

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1. Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Grant Program (PDM) Fact Sheet
2. Village Annex Chapter
3. Draft Resolution

### STAFF RECOMMENDATION:

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Adopt the attached Resolution accepting the Village's section of the Cook County Multi-Jurisdictional Hazard Mitigation Plan.

**Attachment 1**  
**Hazard Mitigation Grant Program (HMGP)**  
**Pre-Disaster Mitigation Grant Program (PDM)**

**FACT SHEET**

**I. HAZARD MITIGATION GRANT PROGRAM**

**What is the Hazard Mitigation Grant Program?**

Authorized under Section 404 of the Stafford Act, the Hazard Mitigation Grant Program (HMGP) is administered by the Federal Emergency Management Agency (FEMA) and provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

**Who is eligible to apply?**

HMGP funding is only available to applicants that reside within a Presidentially declared disaster area. Eligible applicants are

- State and local governments
- Indian tribes or other tribal organizations
- Certain non-profit organizations

**What types of projects can be funded by the HMGP?**

HMGP funds may be used to fund projects that will reduce or eliminate the losses from future disasters. Projects must provide a long-term solution to a problem. For example, elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood. In addition, a project's potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. Examples of projects include, but are not limited to:

- Acquisition of real property from willing sellers and demolition or relocation of buildings to convert the property to open space use.
- Retrofitting structures and facilities to minimize damages from high winds, earthquake, flood, wildfire or other natural hazards;
- Elevation of flood prone structures;
- Development and initial implementation of vegetative management programs;
- Minor flood control projects that do not duplicate the flood prevention activities of other Federal agencies;
- Localized flood control projects, such as certain ring levees and floodwall systems that are designed specifically to protect critical facilities.



- Post-disaster building code-related activities that support building code officials during the reconstruction process.

### **What are the minimum project criteria?**

There are five issues you must consider when determining the eligibility of a proposed project.

- Does your project conform to your State's Hazard Mitigation Plan?
- Does your project provide a beneficial impact on the disaster area i.e. the State?
- Does your application meet the environmental requirements?
- Does your project solve a problem independently?
- Is your project cost-effective?

## **II. PRE-DISASTER MITIGATION GRANT PROGRAM**

### **What is the Pre-Disaster Mitigation Grant Program?**

The Pre-Disaster Mitigation (PDM) Grant Program provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes. It also reduces the costs of responding to and recovering from a natural disaster when it strikes. Funds will be awarded on a competitive basis to successful applicants for mitigation planning and project applications intended to make local governments more resistant to the impacts of future natural disasters.

### **Who can apply for a PDM grant?**

Eligible PDM grant applicants include State and Territorial emergency management agencies, or a similar office of the State, District of Columbia, U.S. Virgin Islands, Commonwealth of Puerto Rico, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and Federally-recognized Indian Tribal governments.

- ✓ Eligible sub-applicants include State agencies; Federally-recognized Indian Tribal governments; and local governments (including State recognized Indian Tribal governments and Alaska native villages).
- ✓ Applicants can apply for PDM grant funds directly to FEMA, while sub-applicants must apply for funds through an eligible applicant.
- ✓ Private non-profit organizations are not eligible to apply for PDM grants, but may ask the appropriate local government to submit an application for the proposed activity on their behalf.

### **What are eligible PDM projects?**

Multi-hazard mitigation projects must primarily focus on natural hazards, but also may address hazards caused by non-natural forces. **Funding is restricted to a maximum of \$3,000,000 Federal share per project.** The following are eligible mitigation projects:

- ✓ Acquisition or relocation of hazard-prone property for conversion to open space in perpetuity;
- ✓ Structural and non-structural retrofitting of existing buildings and facilities (including designs and feasibility studies when included as part of the construction project) for wildfire, seismic, wind, or flood hazards (e.g., elevation, flood proofing, storm shutters);
- ✓ Minor structural hazard control or protection projects that may include vegetation management, stormwater management (e.g., culverts, floodgates, retention basins), or shoreline/landslide stabilization;
- ✓ Localized flood control projects, such as certain ring levees and floodwall systems, that are designed specifically to protect critical facilities and that do not constitute a section of a larger flood control system.

### Mitigation Project Requirements

Projects should be technically feasible (see Section XII. Engineering Feasibility FEMA's PDM Program Guidance) and ready to implement. Engineering designs for projects must be included in the application to allow FEMA to assess the effectiveness and feasibility of the proposed project. The project cost estimate should complement the engineering design, including all anticipated costs. FEMA has several formats that it uses in project cost estimating. Additionally, applicants can use other Federal agencies' approaches to project cost estimating as long as the method provides for a complete and accurate estimate. FEMA can provide technical assistance on engineering documentation and cost estimation (see Section XIII.D. Engineering Feasibility).

Mitigation projects also must meet the following criteria:

1. Be cost-effective, with a Benefit-Cost Analysis that results in a benefit-cost ratio of 1.0 or greater, and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster, consistent with 44 CFR 206.434(c)(5) and related guidance (see Section X. Benefit-Cost Analysis). **Mitigation projects with a benefit-cost ratio less than 1.0 will not be considered for the PDM grant program;**
2. Be in conformance with the current FEMA-approved State hazard mitigation plan.
3. Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed, consistent with 44 CFR 206.434(b)(4).
4. Be in conformance with 44 CFR Part 9, Floodplain Management and Protection of Wetlands, and 44 CFR Part 10, consistent with 44 CFR 206.434(c)(3).
5. Not duplicate benefits available from another source for the same purpose, including assistance that another Federal agency or program has the primary authority to provide (see Section VII.C. Duplication of Benefits and Programs).
6. Be located in a community that is participating in the National Flood Insurance Program (NFIP) if they have been identified through the NFIP as having a Special Flood Hazard Area (a flood hazard boundary map or flood insurance rate map has been issued). In addition, the community must not be on probation, suspended, or withdrawn from the NFIP.

7. Meet the requirements of relevant Federal, State, and local laws.

**What are examples of Ineligible PDM Projects?**

The following mitigation projects are **not** eligible for the PDM program:

- ✓ Major flood control projects such as dikes, levees, floodwalls, seawalls, groins, jetties, dams, waterway channelization, beach nourishment or re-nourishment
- ✓ Warning systems (such as tornado sirens)
- ✓ Engineering designs that are not integral to a proposed project;
- ✓ Feasibility studies that are not integral to a proposed project
- ✓ Drainage studies that are not integral to a proposed project
- ✓ Generators that are not integral to a proposed project
- ✓ Phased or partial projects
- ✓ Flood studies or flood mapping
- ✓ Response and communication equipment.

## CHAPTER 11. VILLAGE OF BROOKFIELD ANNEX

### 11.1 HAZARD MITIGATION PLAN POINT OF CONTACT

#### Primary Point of Contact

Dan Kaup, Director of Public Works  
8820 Brookfield Avenue  
Brookfield Illinois, 60513  
Telephone: 708-485-7388  
Email Address: dkaup@brookfieldil.gov

#### Alternate Point of Contact

Pat Lenzi, Fire Chief  
8820 Brookfield Avenue  
Brookfield Illinois, 60513  
Telephone: 708-485-7388  
Email Address: plenzi@brookfieldil.gov

### 11.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation:** 1893
- **Current Population:** 19,085 as of 2010
- **Population Growth:** Based on 2000 and 2010 Census data, Brookfield population growth has been relatively flat. Brookfield is landlocked and so does not expect population growth.
- **Location and Description:** The Village of Brookfield covers about 3 square miles, about 13 miles west of the City of Chicago. Brookfield is home to the Brookfield Zoo, operated by the Chicago Zoological Society and owned by the Cook County Forest Preserve. The Village is between La Grange and La Grange Park to the west, McCook and Countryside to the south, Riverside and Lyons to the east, and North Riverside and Westchester to the north.
- **Brief History:** The Village of Brookfield was originally settled after the Chicago, Burlington and Quincy Railroad ran a line through the area in 1864. Samuel Eberly Gross, an attorney from Chicago, began buying up large parcels of land in what is now Brookfield. "Grossdale" was founded in 1889 as a place where working families could buy affordable homes with train access to the city. The town was incorporated in 1893. It was not until 1905 that the name of the community changed to Brookfield. In 1934, the Chicago Zoological Park opened. Commonly called the Brookfield Zoo, it quickly grew to gain international fame as a zoo, educational institution and research facility.
- **Climate:** The area's weather patterns are typical of the Midwest and Great Lakes region. Summers are warm, with average summer temperature in the low-80s, reaching the mid-90s annually. Winter weather is typically very cold, with averages in the low-20s and temperatures and wind chills below zero for a few weeks each year. Brookfield averages about 38 inches of snowfall per year, and receives an average 39 inches of rain.
- **Governing Body Format:** The Village of Brookfield has a Council-Manager form of government, with a Board of six Trustees and one President, elected to four year terms. This body will assume responsibility for adopting and implementing this plan. The Village has four departments: Administration and Finance, housing the Village Manager's office, Finance, Building and Planning divisions; Fire; Police and Public Works, which is responsible for the Parks and Recreation division. The Village has eight advisory commissions and committees that report to the Board of Trustees.

- Development Trends:** Brookfield's development trends, like many other communities in the area, slowed significantly after the recession of 2008. Moderate development is anticipated over the next few years. Residential development is at the most significant pace of the last decade and the Village is beginning a new commercial economic development initiative, hoping to increase commercial activity within Brookfield. The Village has two established Tax Increment Financing (TIF) Districts: the Ogden Ave. TIF, in existence since 2008, and the adjacent Congress Park TIF, established in late 2011. The Congress Park TIF acquired property which had been distressed—the former Moose Hall property. The Village has established a temporary commuter parking lot on the land. The Ogden Ave. TIF District has seen private development by current business owners mostly in the form of remodels and updating of facilities. There has also been new business located in the Ogden TIF, including Advance Auto Parts, Pita Pit, DJ's Scuba Shop, Marathon Gas Station and the redevelopment of two parcels into a new Dunkin' Donuts and retail location. In June of 2013, the Village purchased another parcel within the Ogden TIF along Blanchan Ave. The Village will continue to explore various development options in 2013 for both TIFs. As part of a comprehensive economic development strategy, staff continues to be extremely active in discussions with potentially new enterprises seeking to set up or relocate in the Village. Village staff is optimistic that as the economy strengthens, the TIF district will begin to see increased interest by developers.

### 11.3 CAPABILITY ASSESSMENT

The assessment of the jurisdiction's legal and regulatory capabilities is presented in Table 11-1. The assessment of the jurisdiction's fiscal capabilities is presented in Table 11-2. The assessment of the jurisdiction's administrative and technical capabilities is presented in Table 11-3. Information on the community's National Flood Insurance Program (NFIP) compliance is presented in Table 11-4. Classifications under various community mitigation programs are presented in Table 11-5.

TABLE 11-1. LEGAL AND REGULATORY CAPABILITY					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements (Muni Code Chapter)					
Building Code	Yes	No	No	Yes	Chapter 12, 2008
Zonings	Yes	No	No	Yes	BOCA, 1996
Subdivisions	Yes	No	No	No	Chapter 48, 1964
Stormwater Management	Yes	No	Yes	Yes	Chapter 20, 2013
Post Disaster Recovery	Yes	No	No	No	Ord. 2012-03, 2012
Real Estate Disclosure	No	No	Yes	Yes	(765 ILCS 77/) Residential Real Property Disclosure Act.
Growth Management	Yes	No	No	No	2020 Master Plan, adopted in 2004
Site Plan Review	Yes	No	No	No	Chapter 12, Art. 2 Div. 2, 2010
Public Health and Safety	Yes	No	No	Yes	Chapter 2, Art. 6 1980
Environmental Protection	Yes	No	No	No	Chapter 20, 2013



**TABLE 11-1.  
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Planning Documents</b>					
General or Comprehensive Plan	Yes	No	No	No	20 Year Plan/2004
<i>Is the plan equipped to provide linkage to this mitigation plan?</i>					Yes, The 2020 Master Plan, adopted in 2004, is a document that serves as a guide for redevelopment in commercial areas throughout the Village. The 2020 Master Plan is not a blueprint, but a tool, that the Village utilizes to outline the Village's community and economic development goals, prioritize community and economic development initiatives, and explore various development opportunities.
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	No	No	Yes	No	Regional stormwater impacts are managed by MWRD. The Village lies within the Des Plaines River watershed planning area of MWRD's comprehensive Stormwater Master Planning Program
Capital Improvement Plan	Yes	No	No	No	2013
<i>What types of capital facilities does the plan address?</i>					All public facilities
<i>How often is the plan revised/updated?</i>					Annually
Habitat Conservation Plan	No	No	No	No	
Economic Development Plan	No	No	Yes	Yes	The Economic Development Commission is charged with reviewing all economic development related programs and incentives including tax incentives offered through the Cook County 6b program.
Shoreline Management Plan	No	No	No	No	
<b>Response/Recovery Planning</b>					
Comprehensive Emergency Management Plan	Yes	No	Yes	Yes	Cook County DHSEM
Threat and Hazard Identification and Risk Assessment	No	No	Yes	No	Cook County DHSEM Preparing THIRA
Terrorism Plan	Yes	No	Yes	Yes	Cook County DHSEM
Post-Disaster Recovery Plan	No	No	No	No	
Continuity of Operations Plan	Yes	No	Yes	No	Cook County DHSEM
Public Health Plans	No	No	Yes	No	Cook County DPH

TABLE 11-2. FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	No
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	No
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No

TABLE 11-3. ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Hancock Engineering Firm
Engineers or professionals trained in building or infrastructure construction practices	Yes	Hancock Engineering Firm
Planners or engineers with an understanding of natural hazards	Yes	Hancock Engineering Firm
Staff with training in benefit/cost analysis	Yes	Staff
Surveyors	Yes	Private Firm
Personnel skilled or trained in GIS applications	Yes	Cook County GIS Consortium
Scientist familiar with natural hazards in local area	No	
Emergency manager	Yes	Bridgeview EMA
Grant writers	Yes	Staff



**TABLE 11-4.  
NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

What department is responsible for floodplain management in your jurisdiction?	Building and Planning
Who is your jurisdiction's floodplain administrator? (department/position)	Chief Building Officer
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date of adoption of your flood damage prevention ordinance?	N/A
When was the most recent Community Assistance Visit or Community Assistance Contact?	03/20/1996
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS Classification? If not, is your jurisdiction interested in joining the CRS program?	No, Not at this time

**TABLE 11-5.  
COMMUNITY CLASSIFICATIONS**

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	Unknown	Unknown
Public Protection/ISO	Yes	Unknown	--
StormReady	Yes	Gold (countywide)	2014
Tree City USA	Yes	N/A	1982

## 11.4 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 11-6 lists all past occurrences of natural hazards within the jurisdiction. Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: 13
- Number of FEMA-Identified Severe Repetitive Loss Properties: 1
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: None



**TABLE 11-6.  
NATURAL HAZARD EVENTS**

Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Extended winter	N/A	12-13 to 3-14	Information not available
Flood	DR-4116	4-18-13	Information not available
Storm	N/A	7-1-12	Information not available
Storm	N/A	7-28-11	Information not available
Storm	N/A	7-10-11	Information not available
Storm	N/A	6-21-11	Information not available
Blizzard		2-1-11	Information not available
Wind Storm	N/A	10-26-10	Information not available
Flood	DR-1935	7-24-10	Information not available
Flood	DR-1800	9-14-08	Information not available
Blizzard		1-2-99	Information not available
Flood	DR-798	8-14-87	Information not available
Flood	DR-776	9-30-86	Information not available
Blizzard		1-14-79	Information not available
Blizzard		1-25-78	Information not available

## 11.5 HAZARD RISK RANKING

Table 11-7 presents the ranking of the hazards of concern. Hazard area extent and location maps are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

**TABLE 11-7.  
HAZARD RISK RANKING**

Rank	Hazard Type	Risk Rating Score (Probability x Impact)
1	Severe Winter Weather	54
2	Severe Weather	54
3	Tornado	36
4	Flood	33
5	Earthquake	32
6	Drought	2
7	Dam	0

## 11.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 11-8 lists the actions that make up the jurisdiction's hazard mitigation plan. Table 11-9 identifies the priority for each action. Table 11-10 summarizes the mitigation actions by hazard of concern and the six mitigation types.

TABLE 11-8. HAZARD MITIGATION ACTION PLAN MATRIX						
Applies to New or Existing Assets	Hazards Mitigated	Objectives Met	Lead Agencies	Estimated Cost	Sources of Funding	Timeline <sup>a</sup>
<b>Action B12.1</b> —Integrate the local hazard mitigation plan into the safety element of the emergency operations plan, and update the plan annually.						
New and existing	All	3, 4, 8	Fire Dept.	Low	General Fund	Ongoing (Annual)
<b>Action B12.2</b> —Update and enhance Village building code by adopting the 2012 ICC codes.						
New and existing	All	3, 4, 10	BD	Low	General Fund	Short term
<b>Action B12.3</b> —Require that all new construction be designed with a fire sprinkling system.						
New	Addresses secondary hazard to all hazards of concern	2, 10	Fire Dept.	Low	General Fund	Short term
<b>Action B12.4</b> —Ensure that new developments be designed to reduce or eliminate flood damage by requiring on-site detention facilities as required.						
Existing	Flood	3, 9, 13	BD	Low	General Fund	Ongoing
<b>Action B12.5</b> —Provide sandbags and sand to residents in anticipation of rainstorm events, deliver materials to residents and provide public information on how to obtain these materials.						
Existing	Flood	2, 6, 9	Public Works	\$3,500, Low	Water Fund	Ongoing
<b>Action B12.6</b> —Continue to participate in mutual aid and intergovernmental agreements, both official and unofficial, for cooperative response to hazards and disasters.						
New and existing	All	1, 8	Fire Dept., Public Works	Low	General Fund	Ongoing
<b>Action B12.7</b> —Install a storm sewer lift station pump north of Washington Ave. bridge and create new onsite local detention to help mitigate stormwater flooding.						
New	Flood	2, 3, 4, 7, 9	Admin, Public Works	\$1,900,000, High	Water Fund, MWRD-Phase II	Short term
<b>Action B12.8</b> —Continue the stormwater 50/50 program to offer residents an incentive to better protect their homes with either overhead sewers or one-way flap valves.						
New and existing	Flood	2, 7, 9, 11	Admin	\$100,000, Medium	Water Fund	Ongoing (Annual)



**TABLE 11-8.  
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to New or Existing Assets	Hazards Mitigated	Objectives Met	Lead Agencies	Estimated Cost	Sources of Funding	Timeline <sup>a</sup>
<b>Action B12.9</b> —Continue to utilize a reverse-911 call system to communicate emergency information with residents in a timely manner						
Existing	All	1, 5, 6	Admin	\$13,500, Low	General Fund	Ongoing (Annual)
<b>Action B12.10</b> —Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses.						
Existing	All	7, 13	Brookfield	High	FEMA Hazard Mitigation Grants	Long-term (depending on funding)
<b>Action B12.11</b> —Continue to support the countywide actions identified in this plan.						
New and existing	All	All	Brookfield	Low	General Fund	Short- and long-term
<b>Action B12.12</b> — Actively participate in the plan maintenance strategy identified in this plan.						
New and existing	All	3, 4, 6	DHSEM (Brookfield)	Low	General Fund	Short-term
<b>Action B12.13</b> —Consider participation in incentive-based programs such as the Community Rating System, Tree City, and StormReady.						
New and existing	All	3, 4, 5, 6, 7, 9, 10, 11, 13	Brookfield	Low	General Fund	Long-term
<b>Action B12.14</b> —Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.						
New and existing	Flooding	4, 6, 9	Building and Planning	Low	General Fund	Short-term and ongoing
<b>Actions B12.15</b> —Where feasible, implement a program to record high water marks following high-water events.						
New and existing	Flooding, Severe Weather	3, 6, 9	Brookfield	Medium	General Fund; FEMA Grant Funds (Public Assistance)	Long-term
<b>Action B12.16</b> —Integrate the hazard mitigation plan into other plans, programs, or resources that dictate land use or redevelopment.						
New and existing	All	3, 4, 6, 10, 13	Hancock Engineering Firm	Low	General Fund	Short-term
a. Ongoing indicates continuation of an action that is already in place. Short-term indicates implementation within five years. Long-term indicates implementation after five years.						

**TABLE 11-9.  
MITIGATION STRATEGY PRIORITY SCHEDULE**

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Priority <sup>a</sup>
1	3	Medium	Low	Yes	No	Yes	High
2	3	Medium	Low	Yes	No	Yes	High
3	2	Medium	Low	Yes	No	Yes	High
4	3	Medium	Low	Yes	No	Yes	High
5	3	Medium	Low	Yes	No	Yes	High
6	2	High	Low	Yes	No	Yes	High
7	5	High	High	Yes	Yes	Yes	High
8	4	Medium	Medium	Yes	No	Yes	High
9	3	High	High	Yes	No	Yes	High
10	2	High	High	Yes	Yes	No	Medium
11	13	Medium	Low	Yes	No	Yes	High
12	8	Low	Low	Yes	Yes	Yes	Low
13	9	Medium	Low	Yes	No	No	Medium
14	3	Medium	Low	Yes	No	Yes	High
15	3	Medium	Medium	Yes	Yes	No	Medium
16	5	Medium	Low	Yes	No	Yes	High

a. See Chapter 1 for explanation of priorities.



**TABLE 11-10.  
ANALYSIS OF MITIGATION ACTIONS**

Hazard Type	Action Addressing Hazard, by Mitigation Type <sup>a</sup>					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Dam Failure	N/A	N/A	N/A	N/A	N/A	N/A
Drought	2, 3, 11, 12, 16	3, 10	9, 11, 12	N/A	1, 11	
Earthquake	2, 3, 11, 12, 16	3, 10	2, 9, 11, 12	N/A	1, 3, 11	
Flood	2, 3, 7, 8, 11, 12, 13, 14, 15, 16	3, 4, 5, 7, 8, 10, 13, 14	2, 4, 5, 9, 11, 12, 13, 14	4, 13, 14	1, 11, 13, 14	5, 7, 8
Severe Weather	2, 3, 7, 8, 11, 12, 13, 15, 16	3, 4, 5, 7, 8, 11	2, 4, 5, 9, 11, 12, 13	4, 13	1, 11, 13	5, 7, 8
Severe Winter Weather	2, 3, 11, 12, 13, 16	3, 4, 5, 10	2, 4, 9, 11, 12, 13	13	1, 11, 13	
Tornado	2, 3, 11, 12, 13, 16	3, 10	2, 9, 11, 12, 13	N/A	1, 11, 13	

a. See Chapter 1 for explanation of mitigation types.

## 11.7 FUTURE NEEDS TO BETTER UNDERSTAND RISK/ VULNERABILITY

No needs have been identified at this time.

## 11.8 ADDITIONAL COMMENTS

No additional comments at this time

**HAZUS-MH RISK ASSESSMENT RESULTS FOR  
BROOKFIELD**

BROOKFIELD EXISTING CONDITIONS	
2010 Population .....	18,978
Total Assessed Value of Structures and Contents .....	\$5,705,300,582
Area in 100-Year Floodplain .....	141.80 acres
Area in 500-Year Floodplain .....	223.45 acres
Number of Critical Facilities .....	32

HAZARD EXPOSURE IN BROOKFIELD						
	Number Exposed		Value Exposed to Hazard			% of Total Assessed Value Exposed
	Population	Buildings	Structure	Contents	Total	
Dam Failure						
Buffalo Creek	0	0	\$0	\$0	\$0	0.00%
U. Salt Cr. #2	0	0	\$0	\$0	\$0	0.00%
Touhy	0	0	\$0	\$0	\$0	0.00%
U. Salt Cr. #3	0	0	\$0	\$0	\$0	0.00%
U. Salt Cr. #4	0	0	\$0	\$0	\$0	0.00%
Flood						
100-Year	117	36	\$8,509,849	\$4,254,925	\$12,764,774	0.22%
500-Year	504	155	\$43,760,155	\$21,880,078	\$65,640,233	1.15%
Tornado						
100-Year	—	—	\$665,163,119	\$475,962,278	\$1,141,125,397	20.00%
500-Year	—	—	\$1,056,444,186	\$765,105,972	\$1,821,550,158	31.93%

ESTIMATED PROPERTY DAMAGE VALUES IN BROOKFIELD				
	Estimated Damage Associated with Hazard			% of Total Assessed Value Damaged
	Building	Contents	Total	
Dam Failure				
Buffalo Creek	\$0	\$0	\$0	0.00%
U. Salt Cr. #2	\$0	\$0	\$0	0.00%
Touhy	\$0	\$0	\$0	0.00%
U. Salt Cr. #3	\$0	\$0	\$0	0.00%
U. Salt Cr. #4	\$0	\$0	\$0	0.00%
Earthquake				
1909 Historical Event	\$45,080,379	\$12,776,049	\$57,856,428	1.01%
Flood				
10-Year	\$0	\$0	\$0	0.00%
100-Year	\$718,598	\$301,893	\$1,020,491	0.02%
500-Year	\$3,352,528	\$1,820,074	\$5,172,602	0.09%
Tornado				
100-Year	\$66,516,312	\$47,596,228	\$114,112,540	2.00%
500-Year	\$154,240,851	\$111,705,472	\$265,946,323	4.66%



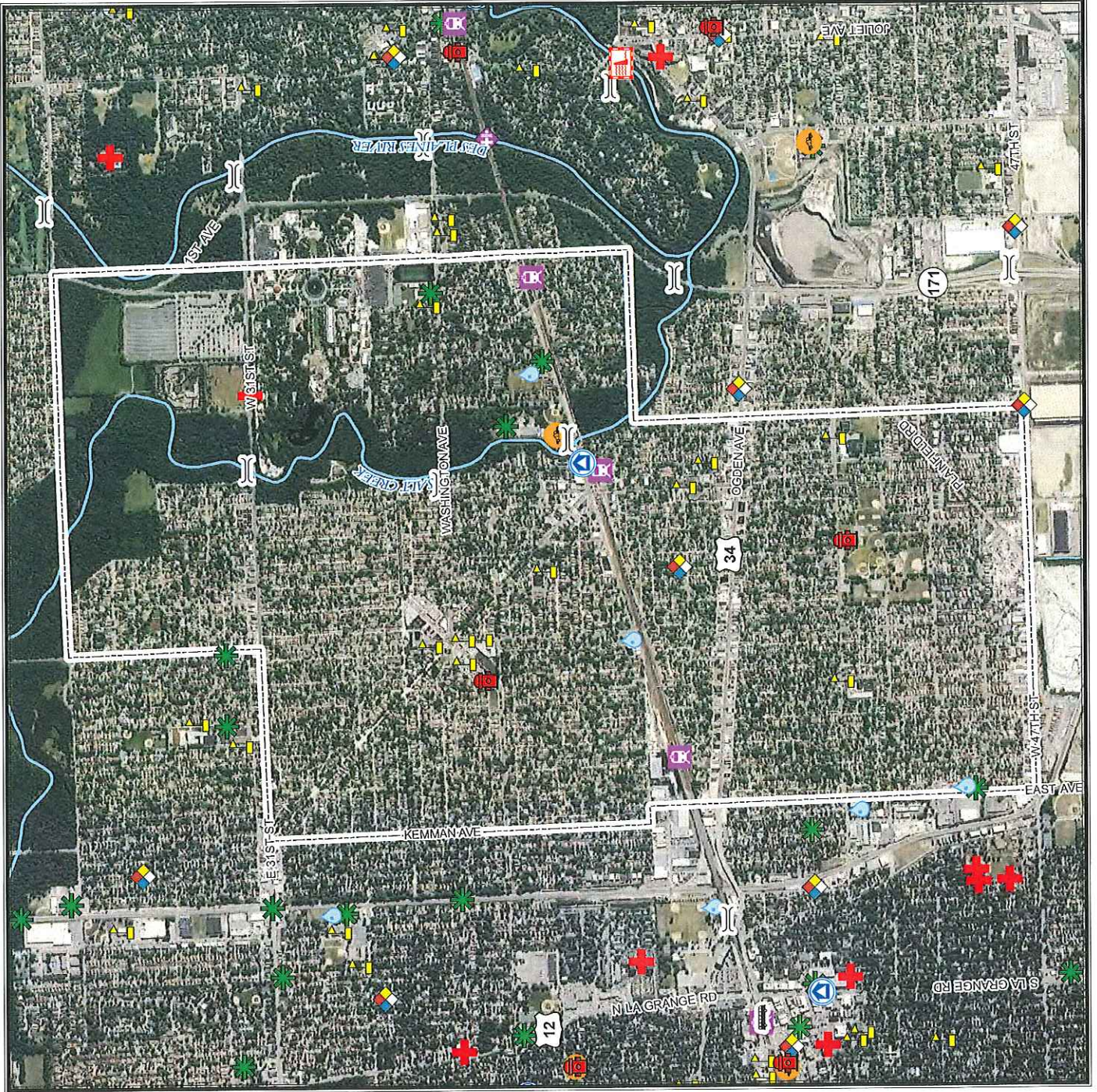
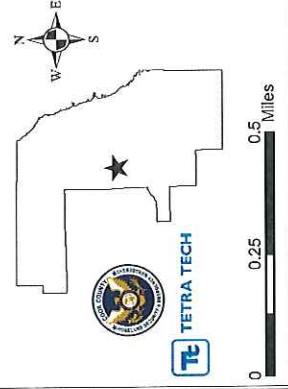
## **HAZARD MAPPING FOR BROOKFIELD**



# VILLAGE OF BROOKFIELD Critical Facilities

-  Airport Facility
-  Bus Facility
-  Dams
-  Emergency Operations Center
-  Fire Station Facility
-  Hazardous Materials
-  Highway Bridge
-  Light Rail Bridge
-  Light Rail Facility
-  Medical Care Facility
-  Military
-  Oil Facility
-  Police Station Facility
-  Port Facility
-  Potable Water Facility
-  Rail Facility
-  Railway Bridge
-  School Facility
-  Other Facility

Base Map Data Sources:  
Cook County, U.S. Geological Survey

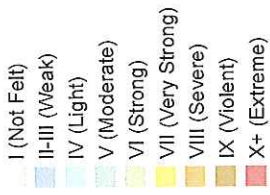




# VILLAGE OF BROOKFIELD

## Illinois Historical 1909 Earthquake

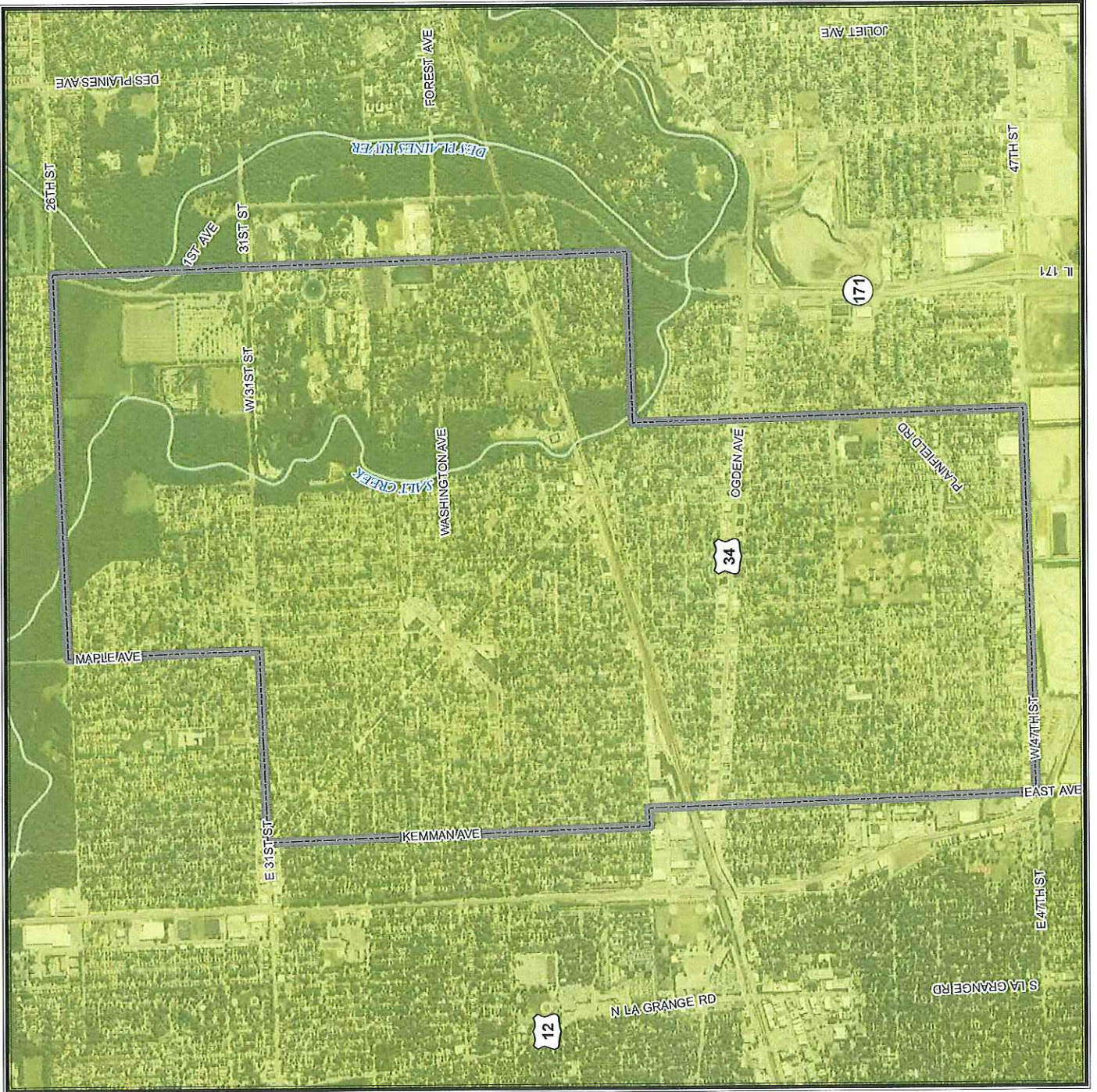
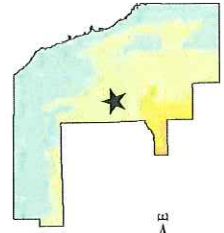
### Modified Mercalli Intensity



Event Date of May 26, 1909. Original magnitude of 5.0; increased magnitude for analysis of 6.0. Depth: 10 km. Epicenter Lat/Long: 41.6N 88.1W

An Epicenter Map is derived from a database of historical earthquakes developed from three sources (Composite Earthquake Catalog, 2002, Earthquake Data Base, 2002, and Earthquake Seismicity Catalog, 1996). The database has been sorted to remove historical earthquakes with magnitudes less than 5.0. The Epicenter Map is based on a historical earthquake epicenter, selected from the database.

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF BROOKFIELD

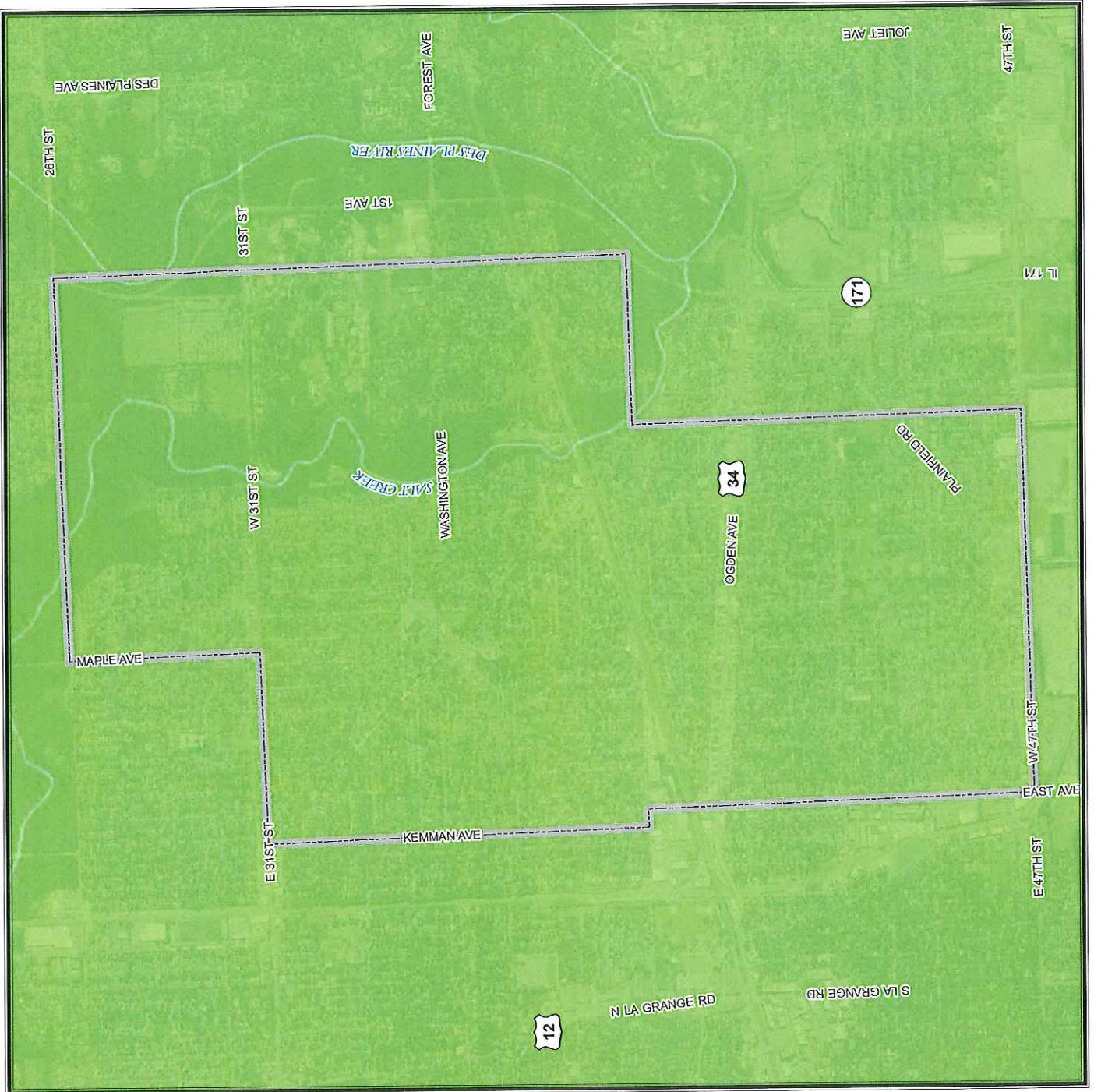
## National Earthquake Hazard Reduction Program (NEHRP) Soil Classification

- Site Class**
- A - Hard Rock
  - B - Rock
  - C - Very Dense Soil, Soft Rock
  - D - Stiff Soil
  - E - Soft Soil
  - F - Site-Specific Evaluation

Soil classification data provided by the Illinois State Geological Society.

The procedures outlined in the NEHRP provisions (Building Seismic Safety Council, 2004) and the 2003 International Building Codes (International Code Council, 2002) were followed to produce the soil site class maps. Central U.S. Earthquake Consortium (CUSEC) State Geologists used the entire column of soil material down to bedrock and did not include any bedrock in the calculation of the average shear wave velocity for the column, since it is the soil column and the difference in shear wave velocity of the soils in comparison to the bedrock which influences much of the amplification.

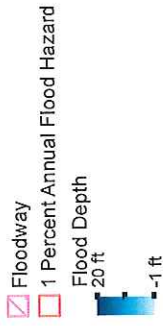
Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF BROOKFIELD

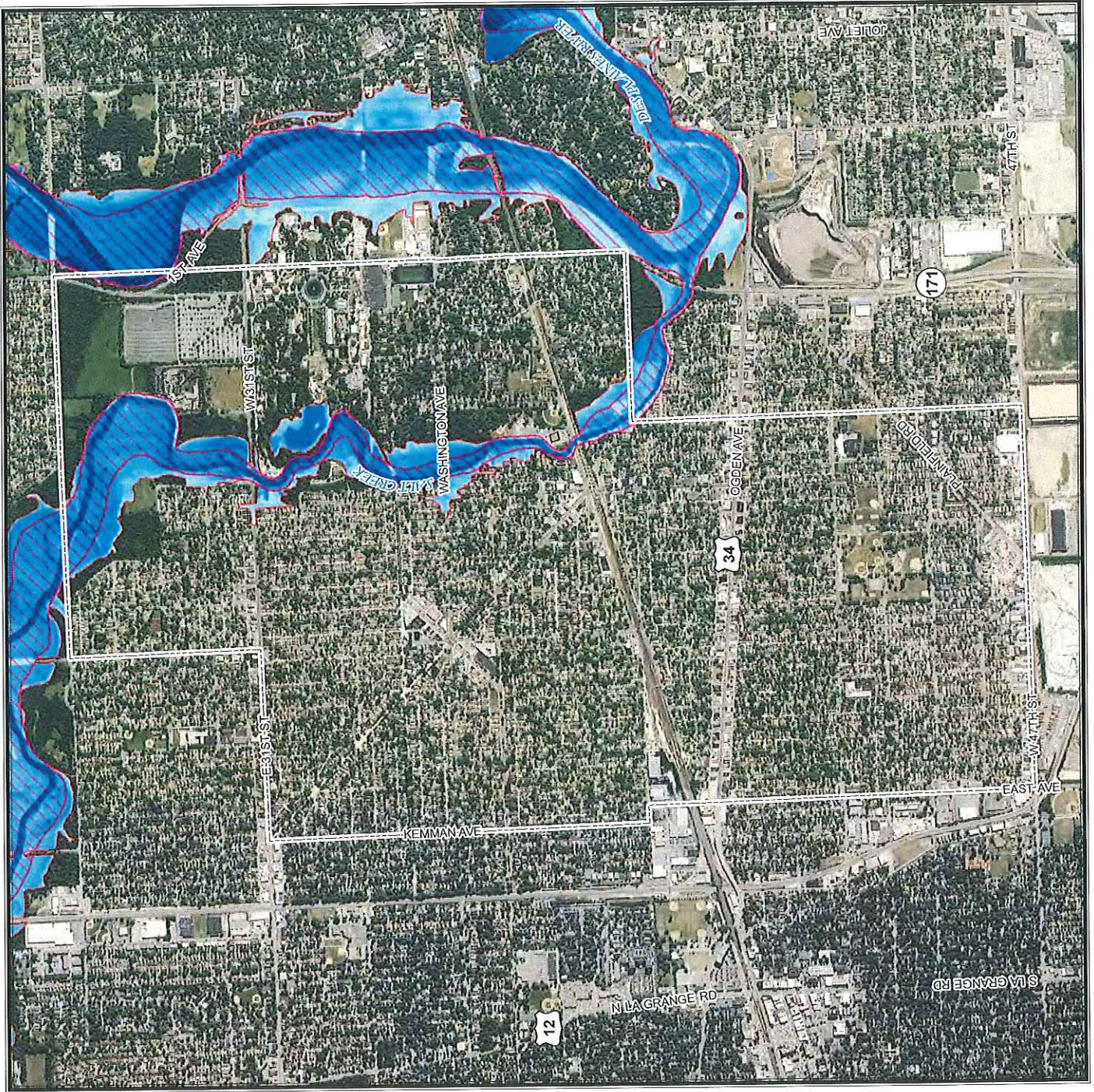
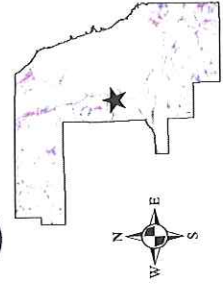
## FEMA DFIRM Flood Hazard Areas



Flood hazard areas as depicted on FEMA Digital Flood Insurance Rate Maps (DFIRM).

The 1 percent annual flood hazard is commonly referred to as the 100 year floodplain.

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF BROOKFIELD

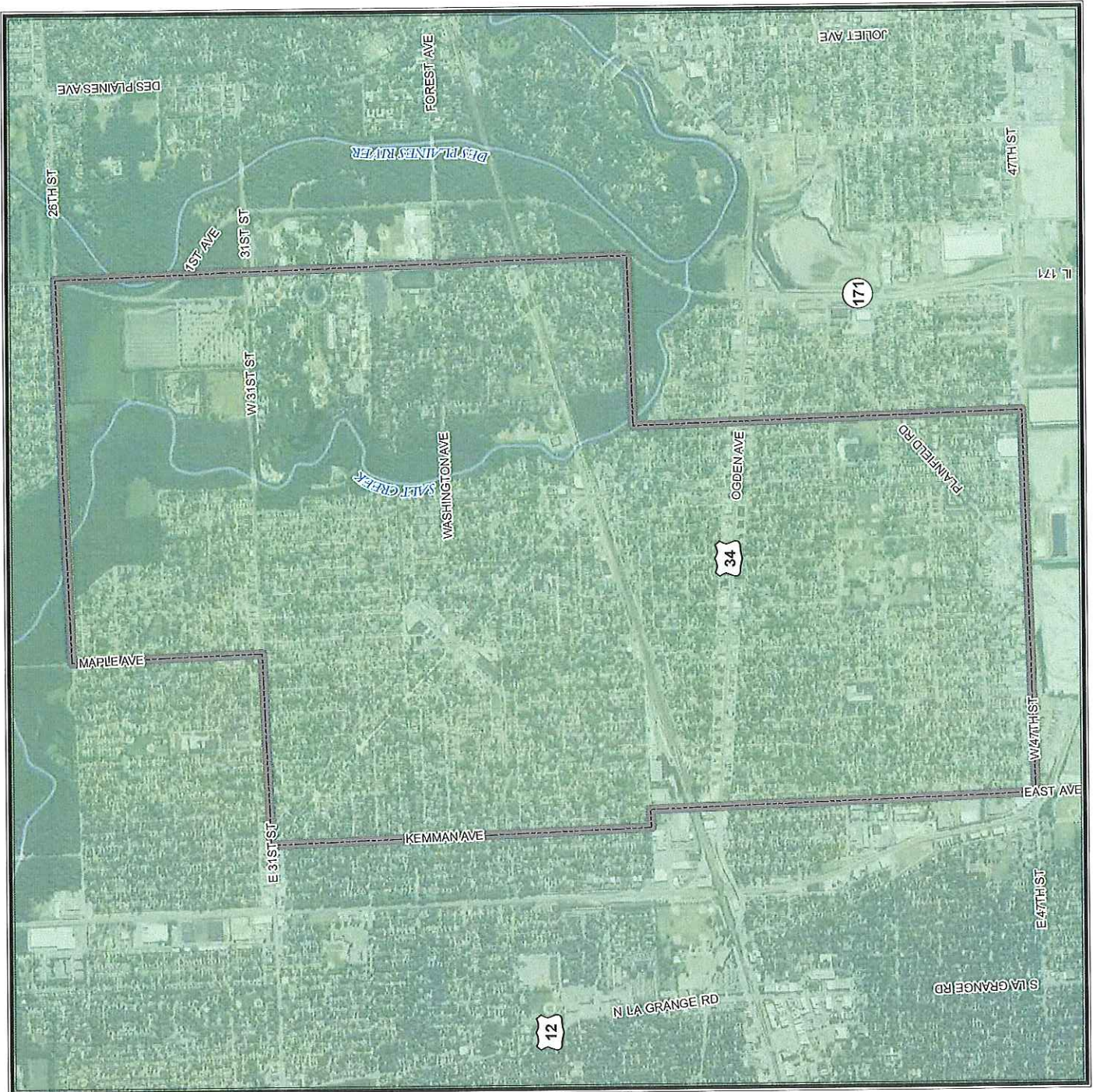
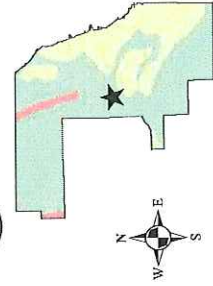
## Liquefaction Susceptibility

Susceptible	Not Susceptible
High	Bedrock
Moderate to High	Peat
Moderate	Water
Low to Moderate	Ice
Low	
Very Low to Low	
Very Low	

Liquefaction data provided by the Illinois State Geological Society. Liquefaction data based on the Youd and Perkins (1978) method.

A liquefaction susceptibility map provides an estimate of the likelihood that soil will liquefy as a result of earthquake shaking. This type of map depicts the relative susceptibility in a range that varies from very low to high. Areas underlain by bedrock or peat are mapped separately as these earth materials are not liquefiable, although peat deposits may be subject to permanent ground deformation caused by earthquake shaking.

Base Map Data Sources:  
Cook County, U.S. Geological Survey





# VILLAGE OF BROOKFIELD

## 100- and 500-Year Tornado Events

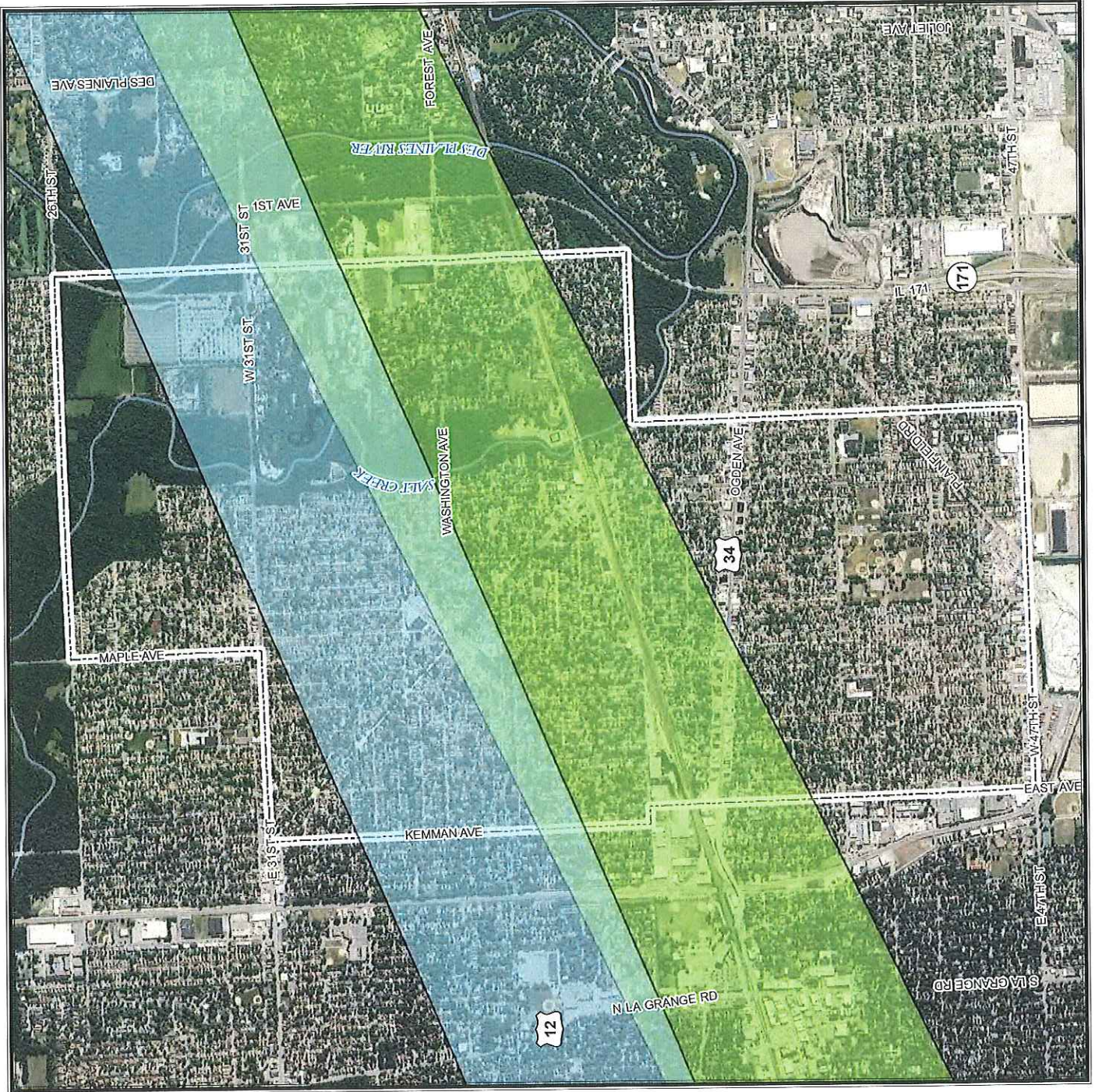
- 100-Year Modeled Tornado Event (F4)
- 500-Year Modeled Tornado Event (F5)

The 100- and 500-year events have been modeled based on fifty-nine years of tornado data for Cook County. The wind speeds, widths, lengths, and direction for each event were developed using existing historical tornado data. The simulated storms and their corresponding losses within this jurisdiction were used to determine the 100- and 500-year economic loss event.

Base Map Data Sources:  
Cook County, U.S. Geological Survey



0 0.25 0.5 Miles





**RESOLUTION NO.**  
**A RESOLUTION OF THE VILLAGE OF BROOKFIELD**  
**AUTHORIZING THE ADOPTION OF THE**  
**COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, all of Cook County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS**; a coalition of Cook County, Cities, Villages and the Metropolitan Water Reclamation District of Greater Chicago with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Cook County; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives and creates a plan for implementing, evaluating and revising this strategy;

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Brookfield:

- 1.) Adopts in its entirety, Volume 1, the Brookfield jurisdictional annex of Volume 2, Chapter 11 and the appendices of Volume 2 of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (HMP).
- 2.) Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP.
- 5.) Will help to promote and support the mitigation successes of all HMP Planning Partners.

PASSED AND ADOPTED on this 27<sup>th</sup> day of October, 2014 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Village President